The Solicitors' Journal
and Weekly Reporter.
(ESTABLISHED IN 1857.)
LONDON, APRIL 11, 1914.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New Bankruptcy Rules.

WE PRINT elsewhere the new Bankruptcy Rules which came into operation on the 1st inst. Rule 124 (2) of the General Bankruptcy Rules, which provides for review of a county court registrar's taxation at the instance of the Board of Trade by the Bankruptcy High Court taxing master, is extended so as to apply whenever a bill is chargeable against the debtor's estate, whether the solicitor has been employed by the trustee or not; and clause (1) of rule 183, relating to the costs of the petition, has been varied so as to enable the court to order that the costs of proceedings down to the receiving order shall be paid by the debtor; but otherwise the costs are, as now, in the first instance borne by the petitioning creditor, but on the receiving order being made are payable out of the estate. The new rules regulate the proceedings to be taken on the insolvency of limited partnerships, which, under section 24 of the Bankruptcy and Deeds of Arrangement Act, 1913, will be wound up in bankruptcy, instead of under the Companies Act, 1908, as hitherto; and rule 19 shews to what extent a limited partner is affected by the bankruptcy. A receiving order made against a firm registered under the Limited Partnerships Act, 1907, will operate as if it were a receiving order made against each of the general partners (rule 14), and the limited partners will have the *locus standi* of creditors (rule 18). Rule 22 introduces new regulations for the administration in bankruptcy of the estates of persons who have died insolvent.

The Meeting of the Law Society.

IT IS satisfactory that the discussion on Mr. RUBINSTEIN'S resolution at the special general meeting of the Law Society last week resulted in its withdrawal. We do not suppose that the Lord Chancellor has had an easy task in drafting the Real Property and Conveyancing Bills so as to secure the assent of

conflicting interests, but, so far, he has prevented any extension of compulsory registration; and if the Bills, whether separately or in the proposed amalgamated form, pass, there will be the chance of seeing the two systems of simplified private conveyancing and of registration of title working simultaneously, and of judging them on their merits. The advocates of private conveyancing and the advocates of registration have both had their desires consulted, and, as Mr. HILLS said, the Lord Chancellor has held the scales evenly between the two systems. We have already expressed our opinion that the simplified system of private conveyancing will be found superior in convenience to registration, but this can only be justified by experience. The result so far, we believe, is that the Bills have the unanimous support of the Law Society and of the provincial societies.

The Editing of Speeches.

WE PRINT elsewhere a letter from a correspondent criticizing the recent correction made by the Lord Chancellor in the official printed version of a speech delivered by him in the House of Lords. On reading the proof he inserted the word "immediate" before "coercion of Ulster." We are inclined to think that our correspondent makes too much of the incident, and our own view is that, when spoken words do not give the meaning of the speaker, they ought, if opportunity offers, to be corrected before being committed to permanent form. This, we understand, is not infrequently done by judges in editing the reports of their judgments, and accuracy of expression was still more important in the permanent record of the speech referred to. The Lord Chancellor's own explanation, given in the House of Lords, was that, in disclaiming on behalf of the Government any intention to coerce Ulster, he obviously meant immediate coercion; but the words had been taken from their context and quoted as having a wider meaning. Clearly no Government can divest itself of its primary duty to maintain law and order throughout the kingdom in all eventualities, though it will naturally use its utmost endeavours to prevent eventualities calling for the exercise of this duty from arising. With deference to our correspondent we suggest that the Lord Chancellor did no more than follow judicial usage, and make a necessary correction in the most convenient manner.

Reversion Duty and Licensed Premises.

WHEN THE case of *Earl Fitzwilliam* v. *Inland Revenue Commissioners* (1913, 1 K. B. 184), was before HORRIDGE, J., we ventured the opinion that his decision, to the effect that the value of the licence must be included in valuing licensed premises for the purpose of reversion duty, was inevitable, and this has been justified by the affirmation of the decision both by the Court of Appeal (1913, 2 K. B. 593), and this week by the House of Lords (*Times*, 7th inst.) In 1861, premises in Yorkshire were granted for fifty years at £4 a year. Subsequently a licence was obtained, and in 1911, when the lease fell in, a new lease was granted at £29. Without the licence the increased rent would have been £15. Reversion duty is charged on the excess of "total value" under section 25 of the Finance Act, 1910, over the value at the date of the lease ascertained on a rental basis. The original value was £120, and the total value on the determination of the lease was £500 with the licence, and £300 without; so that the assessment was to be either on £380 or £180. But, under section 25, gross value—which in this case was the same as total value—is the value of the land for sale in its actual condition, and this appears to include the incidental value springing from the possession of a licence. This is so for rating purposes, and a like principle seems to apply in valuations under the Finance Act, 1910. The licence, when once acquired, remains attached to the premises, subject to the holder's good behaviour, unless it is withdrawn for redundancy, and then its equivalent is paid by way of compensation. The assessment in the present case, therefore, was on £380.

A Comparison Between the Procedure in American and English Courts.

IN AN ARTICLE in one of the American periodicals headed "Swift and Cheap Justice," Mr. GEORGE W. ALGER points out that, while the whole tendency of English justice is towards the increase of the power of an experienced judge, the tendency in America is in the other direction. In Oregon, for example, the State in 1910 amended its constitution by taking away from a judge any power to set aside verdicts where the damages were excessive, and given under the influence of passion or prejudice, or to dismiss any action where the evidence was insufficient to warrant a verdict. The whole matter is left to the jury, and the court is expressly deprived of any power to prevent injustice. The procedure in New York does not allow the judge to direct a verdict for the defendant, even where there can be no reasonable question as to the merits of the case, but unjust verdicts must be set aside and new trials ordered until the parties are weary of litigation and are driven to a settlement. This evil in cases tried by juries is connected with the written constitution of the American Republic. Issues of fact have to be determined by juries. If a statute were enacted by which the appellate courts, for example, were permitted, on the appeal of a defendant from a judgment against him for a debt or a money compensation, to decide disputed questions of fact in his favour, and to direct a judgment in his favour when the jury had given judgment against him, the statute would be invalid, as being in conflict with the guaranteed right of trial by jury. In England the Judicature Rules refuse new trials where no substantial wrong or miscarriage of justice is established, and new trials are comparatively rare; but in America it is taken as a matter of course that a judge should be a mere umpire to give his decision upon objections, and hold counsel to the rules of the game, allowing the parties to fight out their game in their own way without interference. A great part of the learning in the American text-books, it may be noted, relates to matters which are not essential in Great Britain, owing to the elimination of technical objections and of formalities in pleadings and trials. In a recent trial for murder in New York, the counsel for the defendant announced after the trial that he had taken more than four thousand exceptions to the rulings of the judge!

Trial without Pleadings.

THAT THE longest way round is often the shortest way home is the moral to be drawn from *Hippolyte Sohm* v. *Kilsby* (*Times*, 20th ult.). Order 14 proceedings are tempting, and it is also very natural for a master, who feels obliged to give leave to defend in an action originating by specially indorsed writ, to set it down for trial without pleadings. But, unfortunately, this means that neither party has the advantage of knowing the full scope of the other party's case; for there is no pleading to restrict the latter's issues, and he may raise points of fact not disclosed in the affidavits before the master on the unsuccessful summons for judgment. The result is that surprises may be sprung on an opponent at the trial, requiring adjournments and causing greatly increased expense. This is what happened in *Sohm's case*. The plaintiff got judgment against the defendant in France on a claim for keeping certain dogs, and in due course sued in England on his foreign judgment, the defendant being in this country. He used a specially indorsed writ, but the defendant got leave to defend on the ground of irregularity, and the case went to trial without pleadings. At the trial the defendant raised successfully a suggestion that the judgment had been obtained by fraudulent, or at any rate, improper means. The plaintiff appealed on the ground of surprise, and asked for a new trial at which he could adduce fresh evidence he was unable to give below. We need hardly say that the court is very reluctant to grant a new trial on the ground of *res noviter veniens in notitiam*, and only does so in an ordinary case where the new evidence, if believed, will be absolutely conclusive in the applicant's favour: *Brown* v. *Dean* (1910, A. C. 373). But the rule is less stringent where there has been surprise at the trial, and in the present case the Court of Appeal granted a new trial. In delivering judgment to this effect, the Lord Chief Justice pointed out that, where the defence to an action on a foreign judgment is based on allegations of collusion, fraud or other irregularity, trial without pleadings is quite inappropriate. The party against whom improper conduct is alleged is entitled to precise particulars of it, and the other should be confined at the trial stringently

within the limits of his allegatien as contained in the particulars.

The Running of the Statute of Limitations.

THE DECISION of the Court of Appeal in *Re Benzon* (reported elsewhere) illustrates the strictness of the rule that, when once the Statute of Limitations has commenced to run against a debt, it continues to run without intermission. There seems, indeed, to be only one case where its operation is suspended, namely, by the temporary union by act of law of creditor and debtor in one person; where, for instance, a debtor takes out administration to his creditor: *Seagrave* v. *Knight* (L. R. 2 Ch. 628). In *Re Benzon* the matter was complicated by the peculiar nature of the assets against which the creditor was claiming. The debtor had a general testamentary power of appointment over a fund of £15,000. He was bankrupt in 1890 and again in 1892. He died in July, 1911, having made a will by which he exercised the power. In the ordinary course this would have made the fund assets for payment of all creditors; but it was held by WARRINGTON, J., in the similar case of *Re Guedalla* (1905, 2 Ch. 331), that the fund was not available for creditors in the bankruptcy, since their remedy was confined to proving against property vested in the trustee in bankruptcy, and the appointed fund had never so vested. Hence the fund was available only for creditors since the bankruptcy. In the present case the claim against the £15,000 was made by a creditor whose debt was prior to the first bankruptcy and who had proved in that bankruptcy. Under the above decision this would have cut him off from participation in the fund, but the Statute of Limitations came in to prevent the necessity of considering whether *Re Guedella* was right. The statute had commenced to run against the debt before 1890, and the debt was barred long since unless the running of the statute had been in some way stopped. It is the general rule that bankruptcy stops the running of the statute: *Ex parte Ross* (2 Glyn & J. 330); but this is because the debts are provable against the assets in the bankruptcy, and these are held for all creditors at the commencement of the bankruptcy. In the present case the Court of Appeal held that the rule is confined to the proceedings in the bankruptcy. It does not touch proceedings against assets which never come into the bankruptcy. The claim against the £15,000 in the present case was of this nature, and since the statute began to run before 1890, and there was nothing to suspend its operation, the claim was barred, quite apart from the question whether, having regard to the intervention of the first bankruptcy, it could have been asserted against the fund at all.

Setting Aside a Judgment.

IT IS now well-settled that where illegality of consideration becomes apparent in the course of a trial, the judge is entitled to take the point as to "illegality," and ought himself to do so, whether or not it is pleaded: *Scott* v. *Brown* (1892, 2 Q. B. 724). The same principle would seem to apply when the defendant either makes default in appearance, or appears and puts in a defence in reply to the statement of claim, but does not defend at the trial. But, in the latter case, where the plaintiff's evidence does not itself disclose any illegality, ought the judge to take the point and further inquire into the facts, merely because the defendant's pleading—which he does not appear to support at the trial—alleges an illegal consideration for the sum claimed? This situation has arisen and been discussed before SCRUTTON, J., in *Harley* v. *Samson* (*Times*, 4th inst.). The plaintiff sued the defendant on two cheques given by him to her, but not met. The defendant put in a defence alleging that the cheques were given in settlement of a gambling debt incurred at a gambling house where he played *chemin de fer*; this is an unlawful game within the Gaming Houses Act, 1854; so that a security given for it is given for an illegal consideration, and the contract is illegal and not merely void. At the trial the defendant did not appear, and counsel for the plaintiff drew the attention of the judge to the pleadings, but pointed out that it was enough for him to prove the defendant's signature to the cheque; a negotiable instrument is *prima facie* deemed to be given for good consideration until the contrary is proved. The judge did not cross-examine the witness who proved the cheques, so as to ascertain whether or not illegality as alleged in the pleading had in fact occurred, and judgment was entered for the plaintiff. This judgment was subsequently assigned to a *bona fide* holder for value. The defendant, who had been abroad, then returned to England and took out a summons to set aside the judgment under crd. 36, r. 33, and ord. 27, r. 15. He was out of time but in a proper case the court will set aside judgment, notwithstanding delay: *Atwood* v. *Chichester* (3 Q. D. B. 722.) If the judgment debt had not, in the meantime, been assigned to a *bona fide* holder for value, the proper course would have been for the court to set aside the judgment on terms. But, in fact, the rights of the *bona fide* holder had intervened, and, SCRUTTON, J., since the relief was in his discretion, refused to set aside the judgment.

Evidence to Establish "Dependency."

A CURIOUS point in the law of evidence caused a difference of opinion between the House of Lords and the Court of Appeal in *Lloyd* v. *Powell Duffryn Steam Co.* (*Times*, 7th inst). A miner was fatally injured while working for the respondent company in circumstances which amounted to an accident entitling his dependents to compensation under the Workmen's Compensation Act, 1906. Children actually dependent upon the deceased are dependents within the meaning of the statute, whether they are legitimate or illegitimate (section 13). But there is a well-recognised difference between the position of legitimate and of illegitimate children. In the case of the former, dependency is presumed unless rebutted by proof that in fact the child was not dependent; in the case of the latter, as in the case of a wife, it is a pure question of fact, and no presumption exists one way or the other: *Lee* v. *Owners of SS. Bessie* (1911, 105 L. T. 659). The result is that in the case of an illegitimate child the *onus* is on the claimant to prove dependency. The same principles apply in the case of a posthumous child; it is treated as if born in its father's lifetime for the purposes of the statute: *Williams* v. *Ocean Colliery Co.* (*Limited*) (1907, 2 K. B. 422). In the case of such children, of course, actual maintenance cannot be asserted the test is whether the mother was at the time of the child's conception assured of the father's assistance for the child's support. Now, in the present case, the deceased miner had intercourse with a woman, whom, however, he did not support, as the result of which a child was born after his death. So far, there was no evidence of support by the father, and the Court of Appeal held that the possibility of an affiliation order being obtained against him was not a fact which could be used to establish hypothetical future support. But in the county court evidence was offered and admitted to the following effect: the mother said that the father before his death had learned of the child's conception, and had promised to marry her before it was born. Such evidence, if admissible, seems to be evidence of probability that the father would support the child. But the Court of Appeal, while admitting it as evidence of "paternity"—*i.e.*, an "admission" by the father that he was the child's parent—rejected it as evidence of "dependency." It was only a promise, HAMILTON, L.J., said, which men usually make in such circumstances, but which experience shews they do not intend to carry out. The House of Lords, however, refused to take this view. A man, they held in effect, must be assumed to intend that he will carry out his promises; if so, the child would have had a reasonable expectation of support upon its birth, and was entitled to rank as a "dependent."

Notice to Determine Lease.

WHERE A lease is granted subject to a proviso for determination by notice after a fixed period, it is frequently left doubtful on the terms of the proviso whether the notice can be given during the currency of the fixed term. In *Thompson* v. *Maberly* (2 Camp. 573), the tenancy was "for twelve months certain, and six months' notice to quit afterwards," and it was held that notice could be given for the end of the first year; but this was questioned in *Gardner* v. *Ingram* (61 L. T. 729), where, in an agreement for a lease for five years, it was provided that the tenancy might be determined "after the expiration of the term of three years out of the five years" by six months' notice in writing, expiring at a quarter day corresponding to the commencement of the tenancy.

Notice was given for the end of the three years, but was held to be bad. A similar provision was considered by EVE, J., in *W. Davis & Sons* v. *Lancashire and Yorkshire Bank* (1914, 1 Ch. 522). Premises were demised to the defendants for five years from the 25th of March, 1911, subject to a proviso for determination of the term by the lessees after the expiration of the first three years on "six calendar months' previous notice in writing . . . such notice to determine on any quarter day." The lessees gave notice within the three years to determine at the end of the first quarter after that period, namely, the 24th of June, 1914. In support of the notice an attempt was made to distinguish *Gardner* v. *Ingram* on the ground that there the option enabled the lessee to determine the lease only after the expiration of the three years, whereas the notice was given for determination on the expiration of that period. In the present case the notice was for determination after the fixed period, and the distinction seems to be substantial. The intention, probably, is that the tenancy shall be determinable at the end of any quarter after the fixed period, and there seems to be no objection to giving the notice within the fixed period. EVE, J., held, however, that the case was governed by *Gardner* v. *Ingram*, and that the notice was bad. In such cases the draftsman should, of course, provide precisely as to when the notice may be given.

The Fusion of Law and Equity.

SIGNS OF the gradual fusion of law and equity may be found in the existence of eminent counsel who have served an apprenticeship in both branches of our jurisprudence. Sir STANLEY BUCKMASTER, the Solicitor-General, attended most of the principal towns of the Oxford Circuit for some years after his call to the bar. He took silk in 1902. Up to 1898 the greater part of his practice was in the Queen's Bench Division, but from 1898 to the present day he has practically confined himself to the Chancery Division. Lord MOULTON, when at the bar, had an equal experience of both divisions. And the Master of the Rolls has recently taken occasion to mention that, in the Chancery Division, many cases are tried which are not different in any way from cases in the King's Bench Division; and that it is almost an accident whether an action which involves allegations of fraud in a company's prospectus should be brought in the Chancery Division for rescission of a contract to take shares, or in the King's Bench Division for trial with a jury. Two possible reforms in our laws may accelerate the merger of the Courts of Chancery and King's Bench. The first is a sensible diminution in the intricacy of our law of real property, and the second the abolition of trial by jury in a large proportion of the civil actions in the King's Bench Division. Such changes would remove many of the reasons for the distinctions of law and equity, and for the existence of separate courts with a separate jurisdiction, attended by a bar with special training and experience.

Notice of Breach of Covenant in Lease.

THE case of *Jolly* v. *Brown* (*ante*, p. 153; 1914, 1 K. B. 109), in the Court of Appeal (VAUGHAN WILLIAMS, BUCKLEY, and KENNEDY, L.JJ.), contains a useful discussion of the particularity required in a notice of breach of covenant, given under section 14 of the Conveyancing Act, 1881, prior to forfeiture. Under that section a right of forfeiture under a proviso in a lease for breach of covenant is not to be enforceable "unless and until the lessor serves on the lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach," and the lessee fails to comply with the notice. The requirement that the notice shall specify the particular breach complained of shews that a mere general allegation of breach of covenant will not do, and a decision to this effect was given by NORTH, J., in *Fletcher* v. *Nokes* (1897, 1 Ch. 271). There the lessor served a notice stating that the lessee had "broken the covenants for repairing the inside and outside" of the demised houses, and requiring the lessee to repair the houses in accordance with the covenants and to pay £20 compensation. NORTH, J., pointed out that the lessee was entitled to such a notice as would enable him to understand with reasonable certainty what he was required to do; the lessor need not go through every room and point out every defect, but the notice must enable the lessee to do the particular things of which the landlord complained before an action was brought against him. The mere allegation that the repairing covenants had been broken was not sufficient; and the notice was bad.

To the same effect is the judgment of COLLINS, L.J., in *Penton* v. *Barnett* (1898, 1 Q. B., p. 281); the intention of the section is to secure that the tenant shall be informed of the particular condition of the premises which he is to remedy. "The common sense of the matter is, that the tenant is to have full notice of what he is required to do." In that case the notice contained in the ordinary way a schedule of the necessary repairs, and the point of the decision was that, since no repairs had been done, and the breach was continuing, the notice held good for a later date, notwithstanding that rent due after the notice had been claimed and the initial forfeiture thereby waived. And KEKEWICH, J., followed these cases in *Re Serle* (1898, 1 Ch. 652), where the notice was, as to part of it, in general terms, referring simply to the failure to keep the premises in repair; it was not cured by other parts which specified particular breaches of the painting covenants. On the other hand, if the notice sufficiently points out to the lessee the particular defects in the premises which he is to make good, it is not necessary that it should indicate to him how this is to be done. In *Piggott* v. *Middlesex County Council* (1909, 1 Ch., p. 147), EVE, J., observed that the lessor had by his notice indicated the matter of which he complained, and which he wished to be put right, and, like a prudent man, he left it to the lessees to find out how this could best be done; and such a notice was sufficient.

There is, of course, the danger that, if the lessor tries to be precise in his notice, he may go beyond the strict requirements of the covenants and specify repairs which the lessee is not bound to do; and if such excess of requirement invalidated the notice, the lessor would clearly be in a difficult position. But here the courts have interpreted the statute in his favour. *In Matthews* v. *Usher* (68 L. J. Q. B. 988) RIDLEY, J., held that the notice was good if it sufficiently specified the breach, and called for its remedy, notwithstanding that it was accompanied with requirements which were not justifiable. In the Court of Appeal (1900, 2 Q. B. 535) it was unnecessary to deal with this point since the case was decided on the ground that the plaintiff, who was mortgagor in possession, had no right of re entry for breach of covenant, and, therefore, could not enforce the forfeiture; but the question arose before BUCKLEY, J., in *Pannell* v. *City of London Brewery Co* (1900, 1 Ch. 496), and was decided in the same way. The notice to repair specified three breaches, of which only two had been committed; nevertheless it was good as to these two.

From the cases above referred to it appears, (1) that the notice is not sufficient if it refers to the covenants alleged to be broken in general terms only; but (2) that, if it gives particulars of the breaches, it is not bad because some of the breaches have not been committed; and (3) it need not go on to point out how the particular breaches are to be remedied, though in fact this is the form which a schedule of dilapidations usually takes. But the recent case of *Jolly* v. *Brown* (*supra*) shews that there is still a question as to the exactness with which the particular breaches must be alleged. In that case the lease comprised six small houses in the East of London, and contained the usual repairing and painting covenants and proviso for re-entry on breach of covenant. The lessor served a notice stating that the repairing covenants had been broken, and referring for the particular breaches to the schedule. This contained a long series of general directions to repair arranged under headings—"external," "internal," and "generally"—of which the following are examples:—"Roofs, etc., examine, repair and reinstate all broken and loose tiles to main and w.c. roofs—leave the roofs sound and watertight;" "repair woodwork of frames, sashes, linings, doors and frames, cupboards, dressers and shelves"; "hack out and reinstate all broken glass"; and the schedule

concluded:—"Well and substantially repair, uphold, maintain, and put the premises and appurtenances in thoroughly good repair and condition, and note that the completion of the items mentioned in this schedule does not excuse the execution of other repairs if found necessary." The Divisional Court (AVORY and LUSH, JJ.) held that the notice was sufficient, and this decision was affirmed by BUCKLEY and KENNEDY, L.JJ., in the Court of Appeal, but VAUGHAN WILLIAMS, L.J., dissented.

It is not surprising that the notice has caused a dissentient judgment, though it would, we imagine, be found impracticable to frame notices intended to cover a large number of items differently. It was not a mere reference to breach of the covenant to repair, and was not in that sense too general like the notice in *Fletcher* v. *Nokes* (*supra*). On the other hand, it may be objected that it simply enumerated the various natters which might be required to be done under the covenant, without stating exactly where these defects occurred in each house, so that, under a semblance of particularity, the notice was in substance nothing but a general notice to do all that was required under the covenant. Such a notice may, of course, go beyond the legal liability of the lessee, and we have already referred to the decision of RIDLEY, J., in *Matthews* v. *Usher* (*supra*) that this is not an objection to it. But in fact the notice there was framed in terms similar to those in the present case, and RIDLEY, J., also held that it was not too general because it did not specify where each particular defect existed. "I think," he said, "that the tenant who, as must be assumed, has broken the covenant, must on receipt of a notice like the present apply it to the premises; he must, on knowing what sort of work is required, do it where it is wanted." With this VAUGHAN WILLIAMS, L.J., disagreed. "It appears to me," he said, "that the notice must specify the particular breach, and require that breach to be remedied; and it is not a compliance with the statute to serve on the tenant a notice bidding him in effect to find out whether there are any breaches of covenant, and if there are, to remedy them."

On the other hand, Lord Justice BUCKLEY, while he admitted that the tenant was entitled to know how he was said to have broken the covenant to repair, and not to be told simply that he had broken it, declined to require that each particular defect should be identified—a broken window here, a defective roof there, and so on. It is enough if the tenant has "notice of the class of condition which the lessor says is defective, and the identification of the particular places in which the defects occur is rightly left to the tenant himself." And KENNEDY, L.J., took the same view, and supported it on the practical ground that in a case like the present, where the premises had been allowed to get into disrepair in almost every direction, a notice really specifying and identifying each particular defect would impose on the landlord needless labour which the statute never intended. The notice may, owing to its fulness of detail, cover some matters which are not breaches of covenant; but that, as shewn above, and as recognised in the present case, is not an objection. It is sufficient that the premises are in fact out of repair, and that the notice specifies the various classes of work which are necessary to repair them. Any other result would, we imagine, introduce serious practical difficulties in framing schedules of dilapidations.

Mr. Derbyshire, the purchaser of part of Lord Howard de Walden's London estates, on Tuesday, at Nottingham, informed a representative of the *Times* that he had been interested in London properties for some years. Two years ago he purchased a large block of the assets of the Birkbeck Bank for nearly £200,000, including many houses in London and the suburbs. He had studied property values in New York, Chicago, Paris and St. Petersburg, but no place offered such facilities for dealing in real estate as London, where the central parts were always appreciating. He had made all the necessary financial arrangements, and he had powerful friends acting with him. Mr. Derbyshire added that he thought of developing this estate for residential and business purposes, although, on the other hand, he would not be surprised if he parted with it very soon, as he had some firm negotiations. The tenancies now falling in would be temporarily renewed, but in other cases the leases had a long time to run, so that the development of the estate must be gradual.

The Bankruptcy and Deeds of Arrangement Act, 1913.

IV.

2. DEEDS OF ARRANGEMENT.

THE second part of the Act introduces important changes with reference to deeds of arrangement and the administration of assets under them. Hitherto, the law as to such deeds has depended on the Deeds of Arrangement Acts, 1887 and (for Ireland) 1890. For the purpose of these Acts a deed of arrangement is (1) an assignment of property; (2) a composition deed or agreement; or (3) a deed of inspectorship or other instrument for carrying on or winding up a business; in either case the instrument may be under seal or not, but it must be made for the benefit of creditors generally (see as to this the recent case of *Re Allix*, *ante* pp. 250, 265); and the only requirement is that it shall be registered in accordance with the Act, and the rules made thereunder. This includes the filing of an affidavit stating the assets and liabilities, and the names of the creditors. The following additions are now made:—

Assent of Majority of Creditors.—A deed of arrangement may be made with the previous assent of creditors and as an inducement to them to forbear pressing for their debts. In this case it is at once binding as between the debtor and the assenting creditors; or it may, in the first instance, be made without communication with creditors, and it is then a mere revocable mandate to the trustee until communicated to the creditors or some of them: *Wallwyn* v. *Coutts* (3 Mer. 707), *Acton* v. *Woodgate* (2 My & K. 492), *Re Ashby* (1892, 1 Q. B. 872). But, whichever form it assumes, the intention is that any of the creditors who choose to do so may come in and take the benefit of the deed, and be bound by its provisions in favour of the debtor. In future, however, it will be void unless within twenty-one days after registration, or such extended time as the bankruptcy court may allow, it has received the assent of a majority in number and value of the creditors (section 28). The list of creditors contained in the debtor's affidavit on registering the deed is to be *prima facie* evidence of the names of the creditors and the amount of their claims. The assent of a creditor must be shewn either by his executing the deed of arrangement, or sending to the trustee his assent in writing, attested by a witness. Within twenty-eight days of the registration, or within such extended time as may be allowed by the court, the trustee must file a statutory declaration that the consent of the requisite majority has been obtained, and this will, in favour of a purchaser for value, be conclusive evidence of such fact, and in other cases, *prima facie* evidence. Secured creditors rank for the required majority only to the extent of the deficiency in the security, and creditors for £10 or less are reckoned only for the majority in value; they are ignored in counting the majority in number. The effect of this new requirement will be to give creditors greater control over assignments to trustees, and in particular to prevent such assignments being made without their knowledge.

Security by Trustee.—A trustee in bankruptcy is bound to give security to the satisfaction of the Board of Trade (Bankruptcy Act, 1883, s. 21 (2)). Trustees under deeds of arrangement are now made subject to a similar requirement. Within seven days after filing the statutory declaration of assent of creditors, the trustees must give security to the registrar of the appropriate bankruptcy court in a sum equal to the estimated assets available for unsecured creditors, unless security is dispensed with by a majority in number and value of the creditors, and in that case the trustee must file a statutory declaration shewing that the dispensation has been given (section 29). Failure of the trustee in complying with the requirement as to security may result in the court declaring the deed of arrangement void, or appointing another trustee. As a further safeguard to the interests of the creditors, all moneys received by a trustee are to be "banked" by him to a separate account (section 29 (4)); an expression which shews that the Parliamentary draftsman is not above colloquialisms.

Penalties on Trustees.—Section 30 imposes on a trustee who acts under a deed which is void for non-compliance with the

statutory requirements, or who fails to give security, a penalty recoverable on summary conviction of £5 a day, unless he satisfies the court that his contravention of the law was due to inadvertence, or that his action has been confined to taking steps necessary for the protection of the estate. This was one of the most severely criticized clauses of the Bill, and it was freely prophesied that it would prevent accountants of repute from becoming trustees under deeds of arrangement. Such a result would be unfortunate, since statistics shew that this form of liquidation is both more frequently resorted to, and is more profitable to creditors, than bankruptcy. The effect of the Act in this respect will be watched with interest. One obvious objection is that a trustee may, under the express provision of the statute, have a perfectly good reason for non-compliance with its provisions, but may not be able to establish this except in answer to a criminal charge.

Limitation in Bankruptcy Proceedings.—The deed of arrangement is in general an act of bankruptcy, and is in a sense, therefore, an invitation to any dissentient creditor to file a petition. The inconvenience which may be caused by a deed being upset on this ground is to a certain extent met by section 10, which overrides *Davis* v. *Petrie* (1906, 2 K. B. 786; see p. 395, *ante*). But it may be prejudicial to the administration of the estate to leave a creditor who has not assented the full time for proceeding in bankruptcy, and accordingly section 31 empowers the trustee to limit the time within which this can be done. Under the new requirements the non-assenting creditor will always be in a minority in number and value, and if the trustee serves on him notice of the deed, and of the filing of the certificate of assets, he will be bound to present a petition founded on the deed of arrangement or matters leading up thereto, if at all, within one month from the notice (section 31). Possibly the service of such a notice on non-assenting creditors will become the usual practice, so that the deed of arrangement can be made final in about six weeks from execution instead of three months. On the other hand, care will have to be taken that the notice does not render hostile a creditor who might otherwise remain passive.

Audit and Accounts.—By section 25 (2) (b) of the Bankruptcy Acts, 1890, a trustee under a deed of arrangement is required to furnish annually to the Board of Trade an account of his receipts and payments. Section 32 (2) of the present Act provides additional safeguards for creditors by requiring the trustee to send half-yearly to each creditor a statement of his accounts and of the proceedings under the deed down to the date of the statement. Moreover, on application in writing by a majority in number and value of the assenting creditors the Board of Trade may cause the trustee's accounts to be audited. It should be noticed that on such audit the Board may require a certificate for the taxed costs of any solicitor whose costs have been paid or charged by the trustee, and may disallow the whole or any part of any costs in respect of which no certificate is produced (section 32 (1)). It will, therefore, be hazardous for a trustee to pay any costs without having them taxed.

After two years from the registration of a deed of arrangement the court may, on the application of the trustee or a creditor, or of the debtor, order that money representing unclaimed dividends and undistributed funds shall be paid into court (section 32 (3)). Under section 33 failure by a trustee to transmit his accounts to the Board of Trade, and to state whether he has duly sent statements to the assenting creditors, will be punishable on summary conviction with a fine not exceeding £5 a day during the continuance of the default.

Extension of Deeds of Arrangement.—As stated above, an instrument is not a deed of arrangement within the meaning of the Deeds of Arrangement Act, 1887, unless it is made for the benefit of creditors generally. Section 37 of the present Act extends the Act of 1887 to instruments falling within the classes specified in section 4 made by an insolvent debtor for the benefit of any three or more creditors, and such an instrument will require registration; but it will not be subject to sections 28 to 36 of Part II. of the present Act, except as regards the penalties on the trustee to transmit accounts. Joint creditors will be treated for this purpose as a single creditor.

Void Deeds.—Where a deed of arrangement is void for want of the requisite majority of assenting creditors, or, in the case of a deed for the benefit of three or more creditors, because the debtor was insolvent and it has not been registered, and bankruptcy follows more than three months after the deed, the trustee is protected against the trustee in bankruptcy in respect of dealings with the property on the footing of the deed being valid, provided he had no reason to suspect its invalidity (section 38). This may, however, involve the trustee under the deed in difficulties of proof. It would be better to make the debtor's list of creditors or the debtor's statement of solvency, as the case may be, conclusive in his favour. Where a deed is void under the Act of 1913, the trustee, as soon as he is aware of the fact, must give notice to each creditor, and file a copy of the notice with the Registrar of Bills of Sale. Default will render him subject on summary conviction to a fine not exceeding £20 (section 39). Where a deed of arrangement is avoided by bankruptcy, expenses properly incurred by the trustee in the performance of his duties under the present Act are to be a first charge on the estate.

Miscellaneous Provisions.—A trustee who makes a payment to a creditor which is preferential as between him and other creditors coming in under the deed, unless the preference is justified by the nature of the creditor's claim, will be guilty of a misdemeanour (section 34). Applications as to the enforcement of the trusts of a deed of arrangement, or the determination of questions under it, will be made to the local bankruptcy court or to the High Court in Bankruptcy; hitherto the application has been in the Chancery Division; and the same courts may exercise the power of appointing a new trustee under section 25 of the Trustee Act, 1893.

The provisions of the Act will no doubt make for the security of creditors, but its outstanding feature is the severe manner in which it penalizes trustees, and it is quite possible that the consequent disadvantages will outweigh its benefits.

Reviews.

Criminal Law.

GIBSON & WELDON'S STUDENT'S CRIMINAL AND MAGISTERIAL LAW. By the AUTHORS and A. CLIFFORD FOUNTAINE. SIXTH EDITION. The "Law Notes" Publishing Office.

Since the last edition of this work two important statutes affecting the criminal law have been passed—the Perjury Act, 1911, and the Forgery Act, 1913. These are in the main consolidating statutes, and references to them have been substituted in the text for the statutes which they replace; but they simplify the law very considerably, and as to the Forgery Act, it is pointed out at p. 157, that, under the comprehensive definition of forgery in section 1, every common law forgery will in future be a statutory offence, while the Act will also include many offences which are not forgery at common law. The book is well-arranged, and a glance at the contents will shew that it thoroughly covers its subject, even to the extent of recording that "depraving the prayer-book" is a statutory offence, which, if committed a third time, renders the offender subject to imprisonment for life! We are by no means sure that this would not imperil the liberty of certain divinity professors and others who have recently spoken in strong terms of a portion of the Athanasian Creed. On the other hand, it is satisfactory to be told that the writ *de heretico comburendo* has been abolished for 250 years or so. Parts III. and IV. deal with Courts of Criminal Jurisdiction and Procedure, and are written in a manner likely to interest and assist the student; and Part V., on Summary Jurisdiction, furnishes a useful introduction to work in magistrates' courts. The more important of the recent decisions are referred to, and the work in this new edition is convenient and serviceable.

Mortgages.

COOTE'S TREATISE ON THE LAW OF MORTGAGES. EIGHTH EDITION. By SYDNEY EDWARD WILLIAMS, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited). £3 3s.

This edition of Coote on Mortgages has been carefully brought up to date and at the same time the former text has been revised. This must have been no easy task, for the Law of Mortgages still occupies the prominent place in courts of equity and in conveyancing that it has had from the beginning, and in certain directions—for instance, in

regard to the clog on the equity—the decisions of recent years have been as numerous as though the doctrines were now for the first time being elaborated. The rule "Once a mortgage always a mortgage" is expounded at pp. 12 and 13, with references extending from *Howard* v. *Harris* (1 Vern. 192) to *Bradley* v. *Carritt* (1903, A. C. 253) and later; but there has been a relaxation of recent years in allowing the mortgagee to obtain, not only his principal and interest, but also a collateral advantage which he has stipulated for as a term of the loan, provided it is limited to the continuance of the mortgage; and the cases shewing this development—such as *Biggs* v. *Hoddinott* (1898, 2 Ch. 307) and *Noakes* v. *Rice* (1902, A. C. 24)—are referred to at pp. 1172,3. A useful section is devoted to mortgages of chattels, and this includes a well-arranged chapter on the Bills of Sale Acts. The question whether a particular document is within the statutory definition of a bill of sale has given rise to a multitude of decisions, and those which determine whether a hire-purchase agreement is or is not a valid instrument—a question often arising in practice—are collected at pp. 204,5). Perhaps *Beckett* v. *Tower Assets Co.* (1891, 1 Q. B. 638, is one of the most useful in this connection. On other special forms of security, such as shipping mortgages and mortgages to building societies, the exposition of the law is full and clear, and chap. 29 on mortgages to trustees contains, among other matter, an excellent statement of the precautions to be taken by trustees on making advances, and in particular on the valuation of property. The work is a very comprehensive and valuable guide to the law of mortgages.

Common Law.

THE PRINCIPLES OF THE COMMON LAW: INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. TWELFTH EDITION. By JOHN INDERMAUR AND CHARLES THWAITES, Solicitors. Stevens & Haynes. 20s.

The principles of the common law furnish a sufficiently wide field for the labours of a text writer, and it requires both learning and skill to condense so much as is required for the student's guidance into the moderate compass of this book. But generations of students can testify that Mr. Indermaur accomplished the task successfully, and the present edition contains all relevant legislation up to the present time, and also a considerable number of recent important decisions. Thus the chapter on landlord and tenant contains the exemptions from distress introduced by the Law of Distress Amendment Act of 1908, and references are given to the cases decided on the exception from this benefit of goods comprised in bills of sale and hire-purchase agreements made by the tenant, namely, *Shenstone* v. *Freeman* (1910, 2 K. B. 84), *Rogers* v. *Martin* (1911, 1 K. B. 19), and *Hackney Furnishing Co.* v. *Watts* (1912, 3 K. B. 225), to which may now be added the recent decision of a Divisional Court in *Jay's Furnishing Co.* v. *Brand & Co.* (p. 229, *ante*; 1914, 1 K. B. 132) And it contains also the provisions of the Housing, Town Planning, &c., Act, 1909, as to implied contracts to repair, with references to the cases, namely, *Middleton* v. *Hall* (108 L. T. 804, 77 J. P. 172), and *Ryall* v. *Kidwell* (1913, 3 K. B. 123, 82 L. J. K. B. 877), which restrict the landlord's liability to damage to the tenant personally, and do not allow a wife or daughter to recover. Another aspect of the same subject is dealt with in the chapter on torts affecting land under the head of nuisance, where it is pointed out that the landlord incurs, in general, no liability to the family of the tenant in respect of defective repair, referring to *Cavalier* v. *Pope* (1906, A. C. 428) which is now the leading authority on the subject. The book has been very efficiently brought up-to-date.

Book of the Week.

Landlord and Tenant. Dilapidations and Fixtures.—By Prof. BANISTER FLETCHER, D.L., F.R.I.B.A., &c. 7th Edit. Revised and largely Rewritten by BANISTER FLIGHT FLETCHER, F.R.I.B.A., F.S.I., and HERBERT PHILLIPS FLETCHER, F.R.I.B.A., F.S.I., Architects and Barristers-at-Law. B. T. Batsford (Limited.) 6s. 6d.

Correspondence.

Mr. Lowe's Match Tax.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to your remarks (*ante*, p. 409) on "The Gladstone Precedents," I think you will find that the Latin epigram made or quoted by Mr. Lowe when proposing a tax on matches was *Ex luce* (not *lucello*) *lucellum* (from light a little gain). I well recollect the incident. As you no doubt remember, in consequence of the great opposition to his proposal, Mr. Lowe was obliged to withdraw it.

A FORMER CONTRIBUTOR.

[We are obliged for our correspondent's correction. The phrase is, of course, as he gives it, and would otherwise be meaningless. —Ed. *S.J.*]

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Robert Lowe never said or wrote *ex lucello lucellum*. He wrote *ex luce lucellum*. He introduced the match tax in 1871, not 1873.

Ex luce lucellum is a brilliant mot, and it is thought the tax on matches was invented for the mot. The tax was partly killed by the following :—

Ex luce lucellum is clever, you know,
But if Lucy won't sell 'em,
What then Mr. Lowe?

10, Coleman-street, London, E.C., April 6. E. T. HARGRAVES.

[It seems that misquotations add to the gaiety of our columns. We propose to continue them—judiciously.—ED. *S.J.*]

Admission of Women as Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*

Sir,—I entirely endorse all that "A Country Solicitor" says in his letter in your issue of the 4th inst. The poachers on our profession grow bolder daily, and not one thing does the Law Society do to help us. A short time since a land agent, behind my back, arranged the sale of one of my client's farms. His fee, paid without a murmur, was £152. I could only get £70 for all the complicated work I had to do.

The Law Society should put a stop to the underselling by the inferior stamp of man now being admitted. In these parts they tout openly for work, and agree practically to take what the client chooses to offer. The profession is fearfully overcrowded, and some limit should be put to the number of men admitted annually, in addition to the admission of women being strenuously opposed. If the Law Society will not take active steps at once to stamp out the "poachers" I have referred to, and protect what little work is left to us, is there no means by which they can be compelled to act or be cleared out.

ANOTHER COUNTRY SOLICITOR.

April 6.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I observe with satisfaction that "Enquirer" appreciates a classical allusion, and may I thank you for acknowledging your printer's error.

I venture to answer "Enquirer's" reply, in order that I may explain that I have never regarded as material to this discussion "Enquirer's" "Subsistence" argument, upon which he asseverates he relies. If this argument be insisted upon, it would be logical to urge that our branch of the profession should be a close borough, so that the present "bread and butterless" members might subsist; no more should be allowed within their ranks until the number has been depleted by act of law or nature.

If I may be allowed to invoke my friend "Enquirer" (he has not honoured us with his identity), I say: Oh, Mr. Enquirer! Consider this principle! If ours be an open profession, is it fair and/or reasonable that sex should be a bar to a competent person (who either desires or is bound to be self-dependent) exercising her or his ability as a solicitor if she or he be able and willing to do so?

EDWARD A BELL.

[We said the mistake was ours, not the printer's.—Ed. *S.J.*]

Lord Haldane and the Government Records.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Lord Haldane is a member of the bar, a body of men esteemed before all others for a fine sense of the proprieties. None are more conscious of this than the other branch of the profession, of which I am a member, for we know by experience how counsel "put us right" if at any time we are thought to be furthering professional ends by questionable methods. We welcome this correction, and our faith in the charater and habits of those trained under the influences of the bar is confirmed thereby.

To those who hold the unmeasured confidence in the senior branch of the profession, the interpolation of a vital word in the official report of Lord Haldane's speech with regard to the employment of troops in Ulster has come as a rude shock. With the political aspect I am not concerned. It is with the bare act in its moral sense, from

the point of view of precedent and in the light of example, I am interested, and more especially because it is the act of a member of the bar.

The reports of the House of Commons, as embodied in Hansard, more especially when reproducing ministerial statements, are in the nature of depositions upon which future national judgment will turn, and from which subsequent executive procedure will seek justification. It is important, therefore, that these reports should state faithfully the conclusions and commitments of the hour in order that the situations they touch may be seen in their right perspective, and alteration of the spoken word is permissible only with a view to securing more completely this object. Where Lord Haldane appears to offend is in bringing his speech, in process of revision and in a matter of supreme national consequence, into accordance with the exigencies—may be the party exigencies—of subsequent events, in consequence of which his words no longer represent the conditions at the time they were made.

If testimony in private affairs lent itself to subsequent accomodation in this way, where would our administration of justice be? In matters of appeal, and this is a safe analogy in the present case, what passes in the court of first instance stands and cannot be varied, and the judges of appeal base their conclusions on what was said at the time, not upon what the speaker said afterwards he ought to have said. If the desire for harmony in his statements were an excuse for subsequent amendment of them, many an appellant, whose testimony has erred or fallen short of the mark, would be glad of this escape from their consequences. But the bench and bar, from their high sense of what is right, have decided otherwise, and it is a pity that those who have been used to adopt these principles in matters of private or small concern should not carry them into matters of public and great concern.

April 6. A MEMBER OF THE LAW SOCIETY

[See observations under "Current Topics." It is surely not correct to speak of Lord Haldane as a member of the bar; but this does not affect the substance of our correspondent's letter.—Ed. *S.J.*]

Junior Counsel and their Fees.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*

Sir,—Two points of some importance on the above matter deserve consideration, and I shall be obliged if you will aid in obtaining such consideration by publishing this letter in your columns. They are as follows:-

(1) It is matter of complaint that the recognised scale of marking the brief fee of a junior counsel gives him a fee disproportionate to the work which he does in court.

The answer to this complaint is that the fees which he is paid in respect of the interlocutory work leading up to trial are so inadequate that it is only by the brief fee that matters are equalised; and, hence it is, that juniors suffer greatly by an action being fought up to trial, and then settled before the delivery of the brief.

I am sure that the junior bar, as a whole, would heartily welcome any alteration or adjustment of fees by which the interlocutory work would be adequately remunerated, and the brief fee proportionately reduced.

(2) It is a common practice at present amongst solicitors of repute (though I am glad to say that there are noteworthy exceptions) to refrain from paying counsel's fees until they themselves have been paid, which (according to what is stated to counsel's clerks) is often times years after the fees have been earned.

This was not so when I was first called to the bar; and is a very unjust practice, because,

(*a*) The solicitor is really using as part of the capital of his practice the outstanding fees so due to counsel.

(*b*) Counsel has no voice in saying whether he will work for this or that lay client, or of knowing what amount of credit any such client requires.

(*c*) To solicitors (many of whom are men of means) it may be a matter of indifference whether their bills of costs are paid this year or next year, or five years hence, but to counsel (many of whom rely on their fees for their subsistence) it may be a matter of extreme importance to know when they may reasonably expect to be paid their fees. A JUNIOR OF OVER 25 YEARS' STANDING.

Lincoln's-inn.

At the Hertford Quarter Sessions on Monday there was only one member of the bar present—Mr. Eustace Fulton. Two of the three prisoners for trial pleaded guilty; but the third had previously expressed a wish for legal aid. A difficulty at once presented itself, as the only counsel present was conducting the case for the prosecution, and Mr. Alfred Baker, solicitor and Town Clerk of Hertford, was requisitioned to conduct the defence. While he was preparing his case, however, the jury threw out the bill.

CASES OF THE WEEK.

Court of Appeal.

Re **BENZON (Deceased).** **BOWER** *v.* **CHETWYND.** No. 1.
18th and 28th March.

LIMITATIONS, STATUTE OF—ADMINISTRATION—BANKRUPTCY—EXERCISE BY UNDISCHARGED BANKRUPT OF GENERAL POWER OF APPOINTMENT—CLAIM BY CREDITOR IN BANKRUPTCY AGAINST APPOINTED FUND—LIMITATION ACT, 1623 (21 JAC. 1, C. 16)—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), SS. 9, 44.

The donee of a general testamentary power of appointment over a fund of £15,000 *became bankrupt in* 1889, *and again in* 1892. *Some dividends were paid, but the debtor never obtained his discharge, and died in* 1911, *having exercised the power by his will. In an action for administration of his estate by a creditor in the first bankruptcy,*

Held, that the fund, though assets for the payment of debts, vested in the executors and not in the trustee in bankruptcy, and that the creditors who had proved in bankruptcy were barred by the Statute of Limitations from claiming payment from it.

Decision of Warrington, J., *affirmed on different grounds.*

Appeal from a decision of Warrington, J., on a creditor's claim in an administration action. In 1889 E. H. S. Benzon, who was entitled for life under the will of his father to the income of a fund of £15,000, over which he had a general power of appointment by will, became bankrupt. The trustee under this bankruptcy was discharged in 1893, but a second receiving order was made in 1892. Some dividends were paid, amounting to about 5s. in the pound, but the bankrupt never obtained his discharge, and died on the 20th of July, 1911, having by his will exercised the power of appointment. A creditor's action was then brought to administer his estate, consisting almost wholly of this fund of £15,000, and the usual administration order was made. Upon claims being made by creditors who had proved in the first bankruptcy, Warrington, J., held, following his own decision in *Re Guedalla, Lee* v. *Guedalla's Trustee* (1905, 2 Ch. 331), that the fund vested in Benzon's executors and not in the official receiver as after acquired property, and that having regard to sections 9 and 44 of the Bankruptcy Act, 1883, the bankruptcy creditors could have no claim against the fund in the hands of the executors, since it had never belonged to the bankrupt himself, and no bankruptcy creditor could take any legal proceedings in respect of it without the leave of the court, and upon such terms as the court should impose. A creditor appealed, and counsel on his behalf contended that *Re Guedalla* (*supra*) was wrongly decided. The respondents relied, in addition to the arguments used below, on the Statute of Limitations. *Cur. adv. vult.*

The judgment of THE COURT was delivered by

CHANNELL, J., who said that it was admitted that the present case was governed by the second point decided in *Re Guedalla* (*supra*), and the appeal was in substance an appeal from that decision. But there arose on the facts a further point as to the effect of the Statute of Limitations, which did not arise in *Re Guedalla*. The respondent below did not rely on the point, as he had a clear decision in his favour, but that decision being challenged, it was material to raise the question of the statute. [His lordship, having stated the facts, proceeded.] Having regard to the view the court held on the point of the Statute of Limitations, it was not necessary to decide the points arising on the construction of the Bankruptcy Act. As the debt was incurred by the bankrupt before 1890, it would *prima facie* have been barred long before his death in 1911. But it was contended on behalf of the appellant (1) that the exercise of the power of appointment, which made the fund available as assets, gave a new right of action, which was not barred, and (2) that the bankruptcy prevented the statute from running. The answer to the first point was that, though there was a new fund and a new form of proceeding to obtain payment from it, this was only a new remedy, and not a new cause of action. On the second point it was no doubt true that in the bankruptcy a debt did not become barred by lapse of time, if it was not so barred at the beginning—*Ex parte Ross* (2 Gl. & J. 330), but that was only in the bankruptcy. As there were usually no means of recovering a debt provable in bankruptcy other than under the machinery of the bankruptcy, there was no direct authority on the point whether bankruptcy kept alive the right to take other remedies, if there were any. The real difficulty in the way of the appellant was the well-established rule that once the statute began to run it continued to run, whatever happened. The only case where the running of the statute had been said to have been suspended was *Seagram* v. *Knight* (L. R. 2 Ch. 628), a decision of Lord Chelmsford, C., but that depended upon special facts, and was clearly not an authority in the present case. *Copley* v. *Dorkmincque* (2 Lev. 166), where, after time had began to run, the courts were closed owing to the rebellion, and no action could be brought, was a very strong case, so, too, was *Rhodes* v. *Smethurst* (4 M. & W. 42). The principle of the rule appeared to be that if any man had a cause of action which was ripe, so that he had an opportunity of bringing his action, and did not do so, he thereby took the risk of the happening of some unexpected event, which took away his opportunity of bringing the action within the remainder of the period. The rule might work hardship in particular cases, but was now too well-established for any court to decline to follow it. There was some suggestion that the payment of dividends might take the case out of the statute, but no promise by the debtor could be inferred from any payment by the trustee. The statute

applied, and was fatal to the appellant's case. The fund was only assets for the payment of debts which were not barred. There were, in fact, other creditors whose debts were incurred after the bankruptcy, but more than six years before the death, whose claims had already been rejected. It would be curious if the effect of the bankruptcy were to make the older claim maintainable. The appeal would be dismissed with costs.—COUNSEL, *E. W. Hansell; Cave*, K.C., and *Mellor*. SOLICITORS, *Stoker & Hansell; Johnson, Weatherall & Sturt*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

LAST *v.* HUCKLESBY AND ANOTHER. No. 1. 19th March.

VENDOR AND PURCHASER—CONTRACT—SALE OF LAND—CONTRACT CONTAINED IN CORRESPONDENCE—MEMORANDUM IN WRITING—LETTER ENCLOSED IN ENVELOPE ADDRESSED TO A PARTY—STATUTE OF FRAUDS (29 CAR. 2, C. 3), S. 4.

Where it is proved or admitted that a letter has been sent to and received by a party enclosed in an envelope addressed to that party, the letter and envelope together constitute one document or memorandum in writing sufficient to satisfy the Statute of Frauds.

Decision of Neville, J., *reversed*.

Pearce *v.* Gardner (1897, 1 *Q. B.* 688) *applied*.

Appeal by the plaintiff from a decision of Neville, J., dismissing an action for specific performance. The defendant Hucklesby was the owner of a field of two acres in area at Diss, let to a farmer named Aldred, and as he was selling other property the plaintiff wrote to him in August, 1912, inquiring at what price he would sell the field. He replied that he would sell for £45, with a free conveyance. The plaintiff replied that he would give £40 for it, conveyance to be free. Hucklesby made no immediate reply to this offer, but on the 9th of October wrote a letter as follows: "Dear Sir,—*Re* land, Debenham-road. I have decided to sell you this land, as I have now sold the farm and the mill, and want to clear up the transaction. The deed is being prepared, and will be ready in a day or two. The valuation you will settle with Mr. Aldred." The letter was signed by Hucklesby, but the plaintiff's name did not appear on it. It was admitted, however, in the Court of Appeal, that it was sent to the plaintiff in an envelope with his name and address written outside. The envelope, however, had been lost. The plaintiff replied asking that the deed should be made out in his son's name, and promising to send a cheque. Two days later one Woodward, as agent for the tenant Aldred, purported to buy the field for £45 from Yorke, Hucklesby's then solicitor. The plaintiff then brought this action, but Neville, J., held, following *Boydell* v. *Drummond* (11 East. 42), that it failed on the ground that parol evidence could not be adduced to prove that the letter of the 9th of October had been enclosed in an envelope addressed to him, and that consequently there was no sufficient memorandum within the Statute of Frauds. The plaintiff appealed, and the court allowed the appeal.

COZENS-HARDY, M.R., said the plaintiff was prepared to shew that the letter of the 9th of October had been contained in an envelope addressed to him, which had been lost. He was surprised to hear it contended that a letter, together with the envelope in which it had been sent, did not together constitute one document. *Pearce* v. *Gardner* (1897, 1 Q. B. 688) was a clear authority that it was so. It was exactly the same as if the name had been written at the foot of the letter. It was admitted that the entire transaction was contained in a few letters. [His lordship read the correspondence, and proceeded.] In his opinion there was an ample memorandum of a contract so as to bind Hucklesby to convey to Last. It was impossible to read the letter of the 9th of October without seeing that it was obviously an acceptance of a prior offer. The reference to the preparation of the deed shewed that the vendor had in his mind his obligation to give a free conveyance. The appeal therefore would be allowed. The defendant Aldred, who had purchased with notice, could not be in any better position than the defendant Hucklesby.

BUCKLEY, L.J., and CHANNELL, J., who referred to *Long* v. *Millar* (4 C. P. D. 450), and thought that there was sufficient in the letter of the 10th of October to shew a reference to the previous offer, delivered judgment to the same effect.—COUNSEL, *J. G. Wood; J. Rolt* and *Cyril Hartree*. SOLICITORS, *Elvy Robb & Welch*, for *Turner, Turner, & Martin*, Ipswich; *Aldridge, Thorn, & Co.*, for *Gudgeons, Peecock, & Prentice*, Stowmarket; *Morris & Bristow*, for *H. Warnes*, Eye.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

NORTH RIDING OF YORKSHIRE COUNTY COUNCIL *v.* MIDDLESBROUGH BOROUGH COUNCIL. No. 2. 10th and 11th March.

BOROUGH BECOMING A QUARTER SESSIONS BOROUGH—ADJUSTMENT OF FINANCIAL RELATIONS—REDEMPTION OF CONTRIBUTIONS THERETOFORE PAID TO THE COUNTY—BASIS OF REDEMPTION—LOCAL GOVERNMENT ACT, 1888, SS. 33 (3 B), 62 (2).

A county borough, which was not a quarter sessions borough, had been ordered to pay to the county the annual sum of £337 6s. 11d. in respect of its share of the costs incurred by the county of and incidental to quarter sessions, petty sessions, and coroners, which costs, in fact, exceeded the sum it was ordered to pay. On a grant of quarter sessions being made to the borough, an arbitration was held to determine the amount for which the annual payment should be redeemed. The borough council tendered evidence that the expenses actually incurred by the county exceeded the annual sum. The arbitrator left two questions for the opinion of the court—(1) Whether this evidence ought to have been (as it was) received and considered by him; (2) if not, whether the said annual sum ought to be redeemed at its present value as a perpetual annuity, or on what other basis or principle the terms of redemption ought to be settled; and he said that if the evidence had rightly been admitted by him, then he found that the annual payment should be redeemed for a nominal sum of 20s.; if he ought to have excluded it, then the capital redemption should be £10,379 17s. 5d.

Held, that the arbitrator was functus officio, *and that the court had only jurisdiction to say whether the arbitrator was right or wrong in admitting the evidence; on that being decided the award was complete, and the amount found on that basis could not be interfered with. Further, that the arbitrator was right in admitting the evidence.*

Decision of Bailhache, J., *reported* (1913, 1 *K. B.* 93, 11 *L. G. R.* 125, 82 *L. J. K. B.* 308) *varied*.

Appeal by the borough council against a decision of Bailhache, J., upon a special case stated by an arbitrator. Under the Local Government Act, 1888, Middlesbrough had become a county borough, and a financial adjustment became necessary, and the commissioners under the Act made an order requiring the new county borough to pay £25,000 to the North Riding County Council. Apart from the adjustment of exchequer contributions, there had to be dealt with the expenses incurred in regard to quarter sessions, coroners and assizes, and so on, services which the North Riding County Council continued to discharge for the county borough. The commissioners fixed £381 as the amount to be paid annually by the borough to the county council for these services. In 1910, Middlesbrough obtained a grant of quarter sessions and a question arose as to the redemption of their liability to the county council, provision for which was made by section 33, subsection 3 (*b*) of the Act of 1888. The annual contribution from the borough in respect of quarter sessions was at that time fixed at £337 6s. 11d., and by way of redemption the county council claimed that, although the services were no longer to be rendered, the annual payment should be capitalized in a way that would bring them in a perpetual annuity of exactly the same amount. The borough council contended that as the payment of £337 6s. 11d. a year did not cover the costs of the quarter sessions' services, the county council was gainers by the change, and therefore the fair terms of redemption amounted to a merely nominal sum for cessation of service. The arbitrator found that in one view of the facts the payment should be the nominal sum of 20s., and in another view £10,379 17s. 5d. He stated a special case. Bailhache, J., directed that the award should go back to the arbitrator. He expressed the opinion that there ought to be redemption on payment of a substantial sum, but nothing like such a sum as would bring in a perpetual annuity of £337 6s. 11d.; and that arriving at that sum, the arbitrator ought to take into consideration all the facts of the case giving less in a case where Yorkshire gained by ceasing to render the services, but at the same time not on that account reducing the payment to a merely nominal sum. He also directed that each party be at liberty to call evidence upon the further hearing before the arbitrator. The borough council submitted that the case could not be remitted. The question for the court was whether the evidence objected to should or should not be admitted. The arbitrator was *functus officio*. He had found as a fact that a nominal sum was the right amount if he was justified in admitting certain evidence, shewing that the services rendered cost the county council more than they got from the borough council. If the court held that he was not right in admitting this evidence, then the sum to be awarded on the other view of the facts, he had also found. There was nothing left to go back to the arbitrator upon.

Lord SUMNER, in giving judgment, said he was of opinion that Bailhache, J., was in error in supposing that he had power to remit the award to the arbitrator, in view of the way that the award had been stated for the opinion of the court. In arriving at the annual contribution of £381, the cost of the services for the entire county had been taken and then apportioned according to the rateable value of Middlesbrough and the rateable value of North Riding as a whole. After the grant of quarter sessions, there was a re-calculation by which the sum of £337 16s. 7d. was arrived at. No evidence was tendered by the North Riding County Council as to the actual cost of the services rendered, but the borough council tendered evidence which was sufficient to satisfy the arbitrator that £337 was not nearly enough to pay for the services as rendered in the past, and that there was a substantial loss upon those services. The arbitrator thought he was justified in admitting that evidence, and, therefore, having no evidence before him from the other side, which might have shewn that there were certain capital charges, he came to the conclusion that the way to redeem a contribution which still left the respondents a loss, was to redeem it at a nominal sum, the cessation of the services in those circumstances being, as he thought, a sufficient redemption in itself, plus a nominal sum for the cessation of the contributions. Whether that conclusion was right or wrong in fact, was no matter or concern of the court. Redemption was not defined in the Act, but it seemed to his lordship that it was not used in a way which would exclude the consideration of evidence to shew what the benefit to the North Riding would be by no longer having to render services which were a burden upon the county council. The order appealed from must be varied by discharging so much of it as directed the matter to go back to the arbitrator.

KENNEDY, L.J., and LAWRENCE, J., concurred. Appeal allowed with costs there and below.—COUNSEL, for the appellants: *Forbes Lankester*, K.C., and *Jeeves;* for the respondents, *Sankey*, K.C., and *Mortimer*. SOLICITORS, *Soutter & Fox*, for *Preston Kitchen*, Town Clerk, Middlesbrough; *Lowe & Co.*, for *W. C. Trevor*, Gainsborough.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

***Re* BENJAMIN COPE & SONS (LIM.). MARSHALL *v.* BENJAMIN COPE & SONS (LIM.).** Sargant, J. 9th March.

COMPANY—DEBENTURES—FLOATING CHARGE CREATED—RESERVATION OF POWER TO COMPANY TO "MORTGAGE" OR DEAL WITH ITS PROPERTY—SUBSEQUENT FLOATING CHARGE CREATED—PRIORITIES.

A floating charge cannot be displaced by the creation of a subsequent floating charge in the absence of words in the first charge authorizing such a displacement.

This was an application to vary the master's certificate finding that two series of debentures ranked *pari passu*. In 1894 the company created an issue of debentures of £2,000. Clause 5 of each debenture charged with payment of £100 and interest "its undertaking and all its property, both present and future (subject to any mortgages now affecting or which may hereinafter affect the same, or any part thereof). Clause 6 stated that the debenture was one of a series of twenty for £100 each, and that "all such debentures shall rank *pari passu* without regard to the date of issue thereof." Clause 7 stated "notwithstanding the charge hereby created, the company may, in the course of its business and for the purpose of carrying on the same, deal with its property as it may think fit, and in particular may mortgage and sell the same or any part thereof." In 1904 another series of debentures were created by the company in the same form as the first series, except that each was headed "second issue of debentures for £2,000," and that clause 6 stated that all debentures of this and the first series "shall rank *pari passu* without regard to the date thereof." The master certified that the debentures of both series all ranked *pari passu*. This was a motion to vary that certificate.

SARGANT, J., after stating the facts and quoting from several authorities, said: It has been decided that a company, although it has given a floating security on its property, may remove property from the security by giving specific mortgages upon it: see *Re Florence Land and Public Works Co.* (1878, 10 Ch. D. 530). This doctrine also extends to the case of an equitable mortgage by deposit of deeds, together with an agreement giving a charge on the property comprised in such deeds: see *Wheatley* v. *Silkstone and Haigh Moor Coal Co.* (1885, 29 Ch. D. 715). However, none of the reported cases go so far as to say that a floating charge can be displaced by a subsequent floating charge in the absence of words in the first charge authorizing such a displacement. I am not sure that the words in the first charge in this case were not more strongly in favour of the first debenture holders than the common forms of words of floating charges in ordinary use. The word "mortgage" was used in clauses 5 and 7 of the first debentures apparently in contradistinction to the word "charge," and I do not think that the second debentures giving only a floating charge fairly come within clause 7. Moreover, the earlier batch of debentures are headed "Issue of Debentures of £2,000." There is a limit fixed, and this fact is destructive of the suggestion that any future debentures giving only a floating charge can be put before or made to rank *pari passu* with the debentures of the first series. I accordingly hold that this "Issue of Debentures for £2,000" ranks in priority to the second series.—COUNSEL, *C. E. E. Jenkins*, K.C., and *J. S. Green*: *C. E. Bovill*. SOLICITORS, *Smiles & Co.*, for *Enoch Evans & Son*, Walsall; *Gibson & Weldon*, for *J. H. Baxter*, Willenhall.

[Reported by L. M. MAY, Barrister-at-Law.]

WYNN *v.* CORPORATION OF CONWAY. Joyce, J. 11th and 20th March.

LANDLORD AND TENANT—LEASE—COVENANT TO RENEW—CONSTRUCTION—PERPETUAL RENEWAL—PRESUMPTION.

By a lease made in 1824 the defendants demised certain premises to the plaintiff's predecessors for a term of twenty-one years from the 29th of September, 1824, at a rent of 8s. per annum, the lease containing a covenant whereby the lessees agreed that at the expiration of the first eleven years of the term thereby granted, upon surrender of the lease, and payment of a fine by the lessee, they would, at the cost of the lessee, grant to the lessee a new lease of the premises for a term of twenty-one years, to commence from the expiration of the said eleven years, at and under the like rent and covenants, as were therein contained, and so often as every eleven years should expire the lessors would grant to the lessee such new lease upon surrender of the old and payment of a fine. The lease was surrendered and renewed from time to time. On the 28th of September, 1912, the plaintiff offered to surrender the lease, but the defendants declined to grant a new lease.

Held, that, notwithstanding any presumption there might be against a right of perpetual renewal, the court must construe the words with a fair and proper meaning, and that upon the true construction the effect of the covenant was to confer upon the lessee a perpetual right of renewal every successive eleven years.

The defendant corporation granted to the plaintiff's predecessors a lease of certain premises for a term of twenty-one years from the 29th of September, 1824, at an annual rental of 8s. By the lease the lessors covenanted with the lessee "that they, the lessors, will, at the expiration of the first eleven years of the term hereby granted, in case the lessee shall surrender or resign these presents and the term of twenty-one years hereby granted to the lessors, and upon such surrender as aforesaid, and paying to the lessors at the expiration of eleven years aforesaid, or upon the 29th of September next after the determination of the said eleven years, the sum of £7 10s. for a fine for the said premises, that the lessors shall and will, at the proper costs and charges of the lessee, grant unto the lessee a new lease of the premises hereby demised with the appurtenances for the term of twenty-one years, to commence from the expiration of the said eleven years at, with, and under the like rents, covenants, and agreements as are in these presents mentioned, expressed, or contained, and so often as every eleven years of the said term shall expire the lessors will grant and demise unto the lessee such new lease of the said premises upon surrender of the old lease as aforesaid, and paying such fine of £7 10s. on the day or time hereinbefore limited or appointed." The lease was surrendered and renewed from time to time in the same form in accordance with the covenant. On the 5th of August, 1901, the lease was surrendered and renewed for a term of twenty-one years as from the 29th of September, 1901, containing the covenant in the same terms as set out above. On the 28th of September, 1912, the plaintiff offered to surrender the lease, but the defendant corporation declined to grant a renewal. The plaintiff therefore instituted this action, claiming specific performance of the covenant to grant a renewal of the lease for a further term of twenty-one years as from the 29th of September, 1912, with a covenant for further renewal as provided in the covenant. The plaintiff contended that, upon the true construction of the covenant, he was entitled to perpetual renewal of the lease upon surrender of the old, and payment of the fine. On behalf of the defendants it was contended that there was a presumption against perpetual renewal, and that the words here were too vague to be construed in that sense; if the plaintiff was entitled to a new lease he was not entitled to the insertion therein of any covenant for renewal, or at the most he was entitled to a covenant providing for one further renewal only. *Swinburne* v. *Milburn* (9 App. Cas. 844). *Baynham* v. *Guy's Hospital* (3 Ves. 295), *Hare* v. *Burges* (4 K. & J. 45). *Atkinson* v. *Pilsworth* (1 Vern. & Sc. 157), and Halsbury's Laws of England, vol. 18, p. 463, were referred to.

JOYCE, J., in the course of a considered judgment, after reading the covenant as far as the words, "expressed or contained," said: Pausing there, it must be admitted that, so far the covenant, having regard to the authorities, would not have the effect of conferring a perpetual right of renewal, though if what I have read were followed by "including this covenant," or words indicating that the right of renewal was to be perpetual, it would have been different. In *Hare* v. *Burges* (*supra*) Page Wood, V.C., expressed his opinion as to the principle upon which such covenants should be construed. He said that the true rule of construction was that referred to by Turner, V.C., in *Rochford* v. *Hackman* (9 Hare, 483), where he said that some effect must, if possible, be given to all the words of an instrument, and if no effect can be given to certain words except they be construed in a particular manner, then whatever mere presumption may stand in the way, the court will construe them in that way. It could not do violence to the words of the instrument in order to carry into effect a mere presumption. The court could not force the construction, but must give effect to what appeared to be the lessor's intention. Lord Selborne, in *Swinburne* v. *Milburn* (*supra*) said that he did not adopt the language of some authorities, to the effect that there was a legal presumption against a right of perpetual renewal. [His lordship then read the rest of the covenant as set out above.] I take the fair and proper meaning of the words used, having due regard to the context, to be that so often as every first eleven years of the term of twenty-one years (that is, the term of twenty-one years last granted) shall expire, the lessors will grant a similar new lease upon surrender of the old, and so on *toties quoties*. If the words do not bear that meaning, I cannot see what rational meaning they can bear. The defendants struggle to escape this construction by saying that the words "so often as, &c.," operate on one single occasion only; that is, at the expiration of the first eleven years from the date of the first renewal. I am sure that was not the intention of the parties, nor the proper construction of the words used; that intention could have been more plainly expressed in other words. I think I shall be following *Hare* v. *Burges*, and not acting at variance with the opinion of Lord Selborne in *Swinburne* v. *Milburn*, if I hold that the effect of this covenant is to confer upon the lessee the right of perpetual renewal.—COUNSEL, for the plaintiff, *Macmorran*, K.C., and *J. Tanner*: for the defendants, *Hughes*, K.C., and *J. M. Gover*. SOLICITORS, *Dunkerton & Sons*, for *Picton, Jones, & Roberts*, Pwllheli; *Jacques & Co.*, for *W. Thornton Jones*, Bangor.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

***Re* SANDWELL PARK COLLIERY CO. (LIM.).** Astbury, J. 17th Feb.

COMPANY—SCHEME OF ARRANGEMENT—RECONSTRUCTION—SALE FOR SHARES IN THE NEW COMPANY—DISSENTIENT MEMBERS—JURISDICTION—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), ss. 120 AND 192.

Where provision is made in a scheme of arrangement for dissentient members, and the company or the liquidator undertake to pay all the non-assenting creditors in full before parting with the assets of the company, a sale of the entire assets of the company for shares in a new company is not beyond the scope of section 120 of the Companies (Consolidation) Act, 1908 (8 Ed. 7. c. 69), and will be sanctioned.

Re General Motor Cab Co. (1913, 1 *Ch.* 377), *distinguished and explained.*

This was an unopposed petition to sanction a scheme of arrangement under section 120 of the Companies (Consolidation) Act, 1908 (8 Ed. 7. c. 69). The scheme embraced a reconstruction by winding up and sale of all the assets to a new company in consideration of allotments of

shares in that new company. All the formalities of the Act were complied with, and the rights of dissentient members were preserved by the following clauses:—"11. If any holder of shares in the existing company who has not voted in favour of this scheme shall, within seven days after this scheme shall have been submitted to a meeting of the class of shareholders to which he belongs, express his dissent herefrom by a notice in writing addressed to the existing company, and sent to or left at its registered office, such member shall be entitled to require the existing company either to abstain from carrying this scheme into effect, or to purchase or procure the purchase of his interest at a price to be determined by agreement or by arbitration, in pursuance of the Arbitration Act, 1889, and this scheme shall not be carried into effect unless provision is accordingly made for the purchase of the interests of such dissentient shareholders." "12. Those shares in the new company which, but for their dissent, would have been claimable by those members of the existing company who dissent from this scheme in manner aforesaid, shall be sold by the liquidator on such terms as he shall think fit, and the net proceeds of such sale shall be applied in or towards payment of the amounts payable to such members for the purchase of their interests, and in so far as such proceeds shall be deficient the new company shall make up the deficiency." Although there had been no meeting of creditors, the principal creditors had approved the scheme, and the company undertook to pay all the dissenting creditors in full before parting with the assets. Counsel in support of the petition called the attention of the court to the case of *Re General Motor Cab Co.* (1913, 1 Ch. 377), because the judgments in that case seemed to suggest that a sale of the entire assets of a company for shares in a new company is beyond the scope of section 120, and must be effected under section 192 of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69).

ASTBURY, J., after stating the facts, said: I feel very considerable difficulty in this matter, having regard to the state of the authorities, but I do not think I can distinguish the present case from the cases of *Re Canning Jarrah Timber Co.* (*Western Australia*) (1900, 1 Ch. 708), *Re Tea Corporation, Sorsbie* v. *The Tea Corporation* (1904, 1 Ch. 12), and *Re Standard Exploration Co.* (not reported), which last case is referred to in the eleventh edition of Palmer's Company Precedents, volume 2, at page 993. The judgments of the Court of Appeal in the *General Motor Cab Co.'s case* (1913, 1 Ch. 377) must, in my judgment, be read only with reference to the particular scheme which compelled shareholders to take shares in the new company without giving them the rights of dissentients. It is noticeable that the case of *Re Tea Corporation* was not cited in the *General Motor Cab Co.'s case*. I shall accordingly sanction the scheme, on the company undertaking not to part with the assets until the creditors have either been paid in full, or assented to the scheme and accepted the new company as their debtor.—COUNSEL, *Gore-Browne*, K.C., and *D. G. Hemmant*. SOLICITORS, *Timbrell & Deighton*, for *Shakespeare & Vernon*, Birmingham.

[Reported by L. M. MAY, Barrister-at-Law.]

OSRAM LAMP WORKS (LIM.) *v.* GABRIEL LAMP CO. Eve, J. 27th Feb.

PRACTICE—DISCOVERY—INTERROGATORIES—FACTS NOT NECESSARY TO PROVE BUT SUPPORTING PLAINTIFFS' CASE.

Interrogatories are allowed when they are directed to obtain admissions of facts which the party interrogating must prove in order to establish his case, but not when the admissions sought relate to facts which it is not incumbent on the interrogating party to prove, but which, if proved, may assist him in proving those facts on the proof of which his right to relief depends.

Kennedy *v.* Dodson (1895, 1 *Ch.* 334) *and* Nash *v.* Layton (1911, 2 *Ch.* 76) *applied and followed.*

This was a summons for further and better answers to interrogatories. The action was for infringement of a patent, and the ground of the application was that, it being well-nigh, if not quite, impracticable to ascertain by examination or analysis the process employed in the manufacture of the alleged infringing articles, and the defendants themselves being ignorant of the process, the plaintiffs ought to be allowed to obtain from the defendants such particulars of the source or sources from which the infringing articles were obtained as would enable them to identify and establish the process of manufacture actually employed in the production of the infringing articles.

EVE, J.—The question I have to decide is whether the information sought by the plaintiffs is the proper subject matter of an interrogatory. I do not think it is. No doubt an answer to the question would be of material assistance to the plaintiffs in preparing their case for trial, and the information, if obtained at this stage, would probably save them much labour and some expense, but is the attainment of these objects legitimately brought about by means of interrogatories? In some circumstances it is, but in others it is not. It is legitimate to save labour and expense by means of interrogatories directed to obtain admissions of facts which the party interrogating must prove in order to establish his case. But it is not legitimate when the admissions sought relate to facts which it is not incumbent on the interrogating party to prove, but which if proved may assist him in proving those facts on the proof of which his right to relief depends. I think those are the principles laid down by the Court of Appeal in *Kennedy* v. *Dodson* (1895, 1 Ch. 334), and adopted by the same court in *Nash* v. *Layton* (1911, 2 Ch. 76), and applying them here I must dismiss this summons, the costs of which will be the defendants' in any event.—COUNSEL, *Gray; K. Swan*. SOLICITORS, *Bristowe, Cooke, & Carpmael; Jonathan Harris.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

***Re* HEARTS OF OAK LIFE AND GENERAL ASSURANCE CO.** Eve, J. 5th March.

ASSURANCE COMPANY—TRANSFER FROM ONE COMPANY TO ANOTHER—DISPENSING WITH NOTICE TO POLICY-HOLDERS—ASSURANCE COMPANIES ACT, 1909 (9 ED. 7, c. 49), s. 13.

On an amalgamation or transfer under the Assurance Companies Act, 1909, s. 13, the court will, where the policies are very numerous and of small value, dispense with the statutory notice to small policy-holders, but this will only be done where other steps are taken to inform the policy-holders of the proposed arrangement, and to give them an opportunity of objecting to the same.

This was a petition asking for the sanction of the court to a proposed transfer of business from one assurance company to another under the Assurance Companies Act, 1909, s. 13. That section provides that, before the application is made, a statement of the nature of the transfer, together with an abstract of the facts and copies of reports, must be sent to each policy-holder of each company, unless the court otherwise directs. In the present case there was a very large number of industrial policies of small value, and the court was now asked to dispense with the statutory notice on all holders of policies under the value of £50.

EVE, J.—This is an application under the Assurance Companies Act, 1909, for the sanction of the court to a proposed transfer from one assurance company to another, and is made under section 13, which provides that, before such application is made, a statement of the nature of the transfer, together with an abstract of the facts and copies of reports, must be sent to each policy-holder of each company, unless the court otherwise directs. As a general rule, industrial policies are for very small amounts, and it is said that if section 13 is to be strictly complied with in the present case, it would mean sending out notices to thousands of persons in a humble position of life, and would cause unreasonable expense to both companies. Under these circumstances, the court is asked to dispense with notice to all holders of policies under the value of £50, which would have the effect of dispensing with notice on all industrial policy-holders. I think I ought to dispense with notice on all the small policy-holders of the transferee company, as the transfer will not materially affect them, and their number is so great that notice to them would cause unreasonable expense. I therefore dispense with such notice. But I feel more difficulty in taking the same course with regard to the policy-holders of the transferor company. I see nothing that would lead me to suppose that they will be less secured after the transfer than before. But many of them are not aware of the nature of the contract into which they are entering, and therefore they require every protection. On the other hand, what would these notices convey to the minds of the small policy-holders? They could not form a proper opinion upon them, nor are they in a position to take steps to be heard on the matter. I must therefore set off one consideration against the other, and, having regard to the fact that the costs would be heavy and would ultimately fall on the assured. I think I ought to dispense with the notices as in the transferee company, but the court will only do so if other steps are taken by means of advertisements to inform the policy-holders of the proposed transfer, and to give them an opportunity of coming forward and stating their reasons why the transfer should not be made.—COUNSEL, *Whinney* and *Collinson*. SOLICITORS, *Carruthers & Collinson*, Liverpool.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

***Re* CROMPTON & CO. (LIM.). PLAYER *v.* CROMPTON & CO. (LIM.).** Warrington, J. 20th and 23rd Feb.

COMPANY—DEBENTURES—FLOATING SECURITY—WINDING UP—CONDITIONS ON DEBENTURES—RIGHTS OF DEBENTURE-HOLDERS—APPOINTMENT OF RECEIVER.

A limited company issued debentures to secure moneys which became payable at a certain date or sooner on the winding up of the company, provided the winding up was not for the purpose of reorganisation, reconstruction, or amalgamation. The company being wound up for purposes of reconstruction, it was held that, notwithstanding the conditions attaching to the debentures, the debenture-holders were entitled to the appointment of a receiver.

The plaintiff in this action moved the court for the appointment of a receiver and manager of the property and business of Crompton & Co. (Limited), in liquidation. In 1895 Crompton & Co. issued a series of debentures of £100 each to secure the principal sum of £100,000. The debentures provided that the company would, on the 1st of January, 1920, or on such earlier day as the principal moneys thereby secured should become payable, in accordance with the conditions endorsed thereon, pay to the registered holder the sum of £100, with interest thereon as therein mentioned. The conditions provided that the principal moneys thereby secured should become immediately payable if an order was made or an effective resolution was passed for winding up the company otherwise than for the purposes of reorganisation, reconstruction, or amalgamation. The debentures were secured upon the assets of the company, by way of floating security, by a trust deed which contained a similar provision. In June, 1913, the company passed a resolution for the winding up of the company for the purposes of reconstruction, and subsequently the assets of

the mortgagor company were transferred to a new company, incorporated with the same name for the purpose of taking over the assets of the old company. The new company, since it took over the assets of the old company, had executed a supplemental deed whereby they had given to the debenture-holders of the old company by way of security a specific charge on assets not included in the original trust deed, and had also executed a new floating charge on the assets of the new company. That arrangement had been accepted by the bulk of the debenture holders of the old company. There was, however, a minority, of whom the plaintiffs were some, who contended that they were not bound by the arrangement. The plaintiffs brought the present action on behalf of themselves and all other holders of debentures in the old company against the old company, the trustee of the original trust deed, and the new company, to have the trusts of the deed carried out under the order of the court. It was contended that the rights of the plaintiffs were purely contractual, and that since the old company had been wound up for the purpose of reconstruction they were entitled to no relief under the contract.

WARRINGTON, J., said that the right to the appointment of a receiver was one of the ordinary rights of a mortgagee, and more particularly of an equitable mortgagee who had no means of taking possession and whose security was realisable. In his opinion, the plaintiffs were entitled to have a receiver appointed, notwithstanding the provisions in the debentures and trust deed, since the mortgagor company was in liquidation and had handed over its undertaking to another company. But inasmuch as the new company was prospering, and immediately to put a stranger in possession of the assets might do some damage to it, he thought he might quite properly, whilst making an immediate appointment, direct that the receiver should not give security or take possession of the assets until the expiration of a certain time.—COUNSEL, *Clauson*, K.C., and *Carr; Younger*, K.C., and *Gore-Brown*, K.C., and *Wright; Hogg*. SOLICITORS, *Kennedy, Ponsonby, Ryde, & Co.; Deacon, Gibson, & Co.; Thorowgood, Tabor, & Hardcastle*.

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

High Court—King's Bench Division.

WEST RIDING RIVERS BOARD *v.* **LINDTHWAITE URBAN DISTRICT COUNCIL.** Div. Court. 30th Jan.

RIVERS—PREVENTION OF POLLUTION—MANUFACTURING AND MINING POLLUTION—PERSONS AGAINST WHOM PROCEEDINGS CAN BE TAKEN—RIVERS POLLUTION PREVENTION ACT, 1876 (39 & 40 VICT. c. 75), ss. 3, 4, 5, 6 AND 20—RIVERS POLLUTION PREVENTION ACT, 1893 (56 & 57 VICT. c. 31), s. 1.

The only persons against whom proceedings can be taken under section 4 of the Rivers Pollution Prevention Act, 1876, for causing to fall or flow, or knowingly permitting to fall or flow, or to be carried into any stream any polluting liquid proceeding from any factory or manufacturing process, are the persons whose factory or manufacturing process is producing the liquid.

Appeal from the county court of Huddersfield. The county court judge made an order declaring that the appellants, the Lindthwaite Urban District Council, had committted an offence under section 4 of the Rivers Pollution Prevention Act, 1876, by permitting to be carried into a stream polluting liquid proceeding from a factory or manufacturing process. The appellants appealed on the ground (*inter alia*) that section 4 had no application to a sanitary authority, who could be convicted under section 3 of the Act. It appeared from the evidence that a drain carrying polluting liquid from a number of factories ran into a stream. The contention of the Rivers Board was that this was a sewer vested in the Urban District Council. By section 4 of the Act :—"Every person who causes to fall or flow, or knowingly permits to fall or flow, or to be carried into any stream any poisonous, noxious, or polluting liquid proceeding from any factory or manufacturing process, shall (subject as in this Act mentioned) be deemed to have committted an offence against this Act. . . ." Section 6 imposes restrictions on the taking of proceedings under part 3 of the Act, which includes section 4. They can only be taken by a sanitary authority, and they require the consent of the Local Government Board. By section 1 of the Rivers Pollution Prevention Act, 1893 :—"Where any sewage matter falls or flows or is carried into any stream after passing through or along a channel which is vested in a sanitary authority, the sanitary authority shall, for the purposes of section 3 of the Rivers Pollution Prevention Act, 1876, be deemed knowingly to permit the sewage matter so to fall, flow, or be carried." By section 14 of the Local Government Act, 1888, power was given to county councils to enforce the provisions of the Rivers Pollution Prevention Act, 1876, and for that purpose they were to have the same powers and duties as if they were a sanitary authority. By sub-section 3 of that section :—"The Local Government Board, by provisional order made on the application of the council of any of the counties concerned, may constitute a joint committee or other body representing all the administrative counties through or by which a river . . . passes . . ." By clause 11 of the No. 10 Local Government Board Provisional Confirmation Order, 1891, the West Riding Rivers Board was constituted.

RIDLEY, J., having delivered judgment in favour of the appellants' contention,

BANKES, J., said that the distinction between sections 3 and 4 of the Rivers Pollution Prevention Act, 1876, had been dealt with in the course of the argument. No one contended that proceedings could not be taken against a sanitary authority under section 3 of that Act for the pollution of a stream with sewage matter. The point taken by the appellants here was that proceedings could not be taken against such an authority under section 4 of the Act for manufacturing or mining pollution, because it was said that the language used in certain sections of that Act excluded the possibility of Part 3 of the Act, which included section 4, applying to a local sanitary authority. If one looked at the terms of section 4, one saw that *prima facie* the "persons" who were to be responsible were the persons who either owned or had control of a factory or manufacturing process. There might be persons within these words other than the owners, because the liquid in the course of passing from the manufactory to the stream might be under the control or direction of persons other than the owners of the factory or manufacturing process. These words were very similar to those used in section 3, and each section dealt with the offences to which it related in this way by beginning with the words :—"Every person who causes to fall or flow, or knowingly permits to fall or flow, or to be carried into any stream." By section 20 of the Act "person" included any body of persons, whether corporate or incorporate. It was plain that there was nothing more in the language of section 4 to restrict the kind of person against whom proceedings should be taken than there was in section 3. But when they looked at the words of section 6, it was clear that this section dealt with restrictions on proceedings under Part 3 of the Act which began with section 4. [His lordship read section 6 of the Act.] It was plain that sections 4 and 6 of the Act must be read together, and that section 6 was importing a restriction on proceedings which could be taken under section 4. Looking at section 6, it became clear that two classes of persons were dealt with : the persons by whom proceedings were to be taken and the persons against whom proceedings were to be taken. It was plain that these could not be the same identical people. That was not, perhaps, conclusive of the matter, because it might be that one sanitary authority might be permitting manufacturing pollution to flow into a stream in the district of another sanitary authority. But when one looked further into the section to ascertain who were the persons against whom proceedings might be taken, it seemed to him to be clear from the language used that the person against whom proceedings might be taken were the persons whose factory or manufacturing process was producing the poisonous, noxious, or polluting liquid. By the third paragraph of the section the Local Government Board were not to give their consent to proceedings by the sanitary authority of any district which was the seat of any manufacturing industry unless they were satisfied, after due enquiry, that means for rendering harmless the poisonous, noxious, or polluting liquids from the processes of such manufactures were reasonably practicable under all the circumstances of the case. That must refer to action in rendering the liquid harmless by the persons who were creating the liquid. In his opinion the last paragraph of the section pointed to the same conclusion; for there it was provided that "any person" against whom proceedings were to be taken might object, and he was to be afforded an opportunity of being heard against such proceedings being taken "so far as the same relate to his works or manufacturing processes." The appeal would be allowed, and there would be judgment for the defendants.—COUNSEL, *Waugh*, K.C., and *Shepherd; Shearman*, K.C., and *Lowenthal*. SOLICITORS, *Edgar Boyne*, for *Owen & Bailey*, Huddersfield; *H. F. Atter*, Wakefield.

[Reported by C. G. MORAN, Barrister-at-Law.]

STEVENS AND OTHERS *v.* **HINCE.** Bailhache, J. 16th, 19th, and 23rd March.

EXECUTION—FI. FA—TRUST—BENEFICIAL INTEREST—RIGHT OF SEIZURE.

Semble, although it is true, as a general rule, that a judgment creditor cannot under a fi. fa. seize chattels in which the judgment debtor has only an equitable interest, he may do so where the whole beneficial interest in the chattels is vested in the judgment debtor.

Interpleader issue tried by Bailhache, J. The plaintiffs were the trustees of a marriage settlement executed by a Mr. Robinson on the occasion of his marriage, and the defendant was judgment creditor in respect of a judgment for £1,000 against Mr. and Mrs. Robinson, in respect of which judgment the sheriff had seized certain chattels in execution under a writ of *fi. fa.* By the terms of the marriage settlement the particular chattels were assigned by the husband on trust for the use and enjoyment of the settlor during the joint lives of himself and wife, and after the death of such one of them as should first die upon trust for the survivor for his or her absolute benefit. The question on the issue was whether the chattels were at the time of the seizure the property of the trustees of the settlement. It was contended on behalf of the plaintiffs that the chattels could not be taken in execution, as the legal property in them was vested in the trustees, and the judgment debtors had only an equitable interest. It was submitted on behalf of the defendant that the chattels could be taken in execution, notwithstanding the existence of the trust, as the whole beneficial interest was in the judgment debtors. They referred to Lewin on Trusts (12th ed., p. 250), *Bennett* v. *Powell* (3 Drew. 326), *Gore* v. *Bowser* (3 Sm. and Giff. 1), *Engelbach* v. *Nixon* (L. R. 10 C. P. 645), *Duncan* v. *Cashin* (L. R. 10 C. P. 554), *Scott* v. *Scholey* (8 East, 467), and Judicature Act, 1873, s. 24 (4).

BAILHACHE, J., in the course of his judgment, said the proposition that a judgment creditor could not seize chattels under a *fi. fa.* in which the judgment debtor had only an equitable interest, though true as a general rule, had no application to a case where the whole beneficial interest in the chattels was vested in the judgment debtor. The judgment debtors were not entitled to rely on the existence of the trust to defeat the judgment creditor, and there would be judgment on the issue for the defendant.—COUNSEL, *McCall*, K.C., and *Morrow*; *Longden*, K.C., and *H. J. Rowlands*. SOLICITORS, *Lidiard & Co.*; *Kenneth Brown, Baker, Baker, & Co.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

New Orders, &c.

High Court of Justice.

EASTER VACATION, 1914.

NOTICE.

There will be no sitting in Court during the Easter Vacation.

During the Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Astbury.

The Honourable Mr. Justice Astbury will act as Vacation Judge from Thursday, 9th of April, to Monday, 20th of April, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, 16th of April, at 12 o'clock. On other days within the above period applications in urgent matters may be made to his Lordship by post or, if necessary, personally.

In the case of applications to the Judge by post the brief of counsel should be sent addressed to the Judge by post, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Bankruptcy, England.

GENERAL RULES.

THE BANKRUPTCY RULES, 1914, DATED MARCH 23, 1914, MADE PURSUANT TO THE BANKRUPTCY ACTS, 1883 TO 1913.

1. *Commencement and Application.*—These Rules shall commence and come into operation on the 1st day of April, 1914, and shall, so far as practicable, apply to all matters arising, and to all proceedings taken, in any matters under the Acts on and after the said day.

2. *Citation.*—These Rules and the Bankruptcy Rules, 1886, 1890, 1891, 1895, 1896, 1905, 1908, and 1910 shall be read and construed as one set of Rules. These Rules may be cited as the Bankruptcy Rules, 1914, and they and the said Bankruptcy Rules may be cited together as the Bankruptcy Rules, 1886 to 1914. Each of these Rules may, for the purpose of citation with reference to the Bankruptcy Rules, 1886, be cited by the number set opposite to the Rule in brackets in the margin.

3. *Forms.*—The forms in the Appendix to these Rules, with such variations as circumstances may require, shall be used for the matter to which they severally relate, and shall, where necessary, be substituted in respect of such matters for the forms in the Appendix to the Bankruptcy Rules, 1886, and in the Appendix to the Bankruptcy Rules, 1890.

4. [122A.] *Taxation of Costs.*—There shall be added at the end of Rule 122 the words, "The Official Receiver may attend or be represented on the taxation."

5. [124 (1)]. *Review of Taxation by Board of Trade.*—Clause (1) of Rule 124 is hereby annulled, and instead thereof the following Clause (1) shall be substituted:—

> Where any bill of costs, charges, fees, or disbursements of any solicitor, manager, accountant, auctioneer, broker, or other person, whether employed by the trustee or not, whose bill shall be chargeable against the debtor's estate, has been taxed by a Registrar of a County Court, the Board of Trade may require the taxation to be reviewed by a Bankruptcy Taxing Master of the High Court.

6. [183 (1).] *Costs of Petition, etc.*—Clause (1) of Rule 183 is hereby annulled, and instead thereof the following Clause (1) shall be substituted:—

The costs of all proceedings under the Acts, down to and including the making of a receiving order, shall be borne by the party prosecuting the same, unless the Court shall order that the debtor shall pay the whole or any part of them, or, in the case of a receiving order being made on a debtor's petition while a creditor's petition against such debtor is pending, that they shall be paid out of the estate. When a receiving order is made on a creditor's petition the costs of the petitioning creditor (including the costs of the bankruptcy notice (if any) sued out by him) shall be taxed and be payable out of the estate.

7. [186A.] *General Proxy Holders Authorised to Ask Questions at Public Examination.*—The holder of a general proxy or general power of attorney from a creditor who has tendered a proof may question the debtor at his public examination concerning his affairs and the causes of his failure.

8. [187A.] *Adjournments* sine die.—The Court may on the application either of the Official Receiver or of the debtor appoint a day for proceeding with a public examination which has been adjourned *sine die*.

9. [220A.] *Workmen's Wages.*—The following words at the end of Rule 220, viz., "but shall be stamped with one stamp as an ordinary proof" are hereby annulled.

10. [228A.] *Time for Admission or Rejection of Proof by Trustee.*—In Rule 228 the word "fourteen" shall be substituted for "seven."

11. [234A.] *Payment of Dividends to a Nominee.*—If a person to whom dividends are payable desires that they shall be paid to some other person he may lodge with the trustee a document in the Form No. 126A, which shall be a sufficient authority for payment of the dividend to the person therein named.

12. [236A.] *Unopposed Applications.*—Notwithstanding any provisions in the Bankruptcy Rules to the contrary, any unopposed application for a discharge may be heard in chambers if the Court so directs.

13. [260A.] *Service on Individual Carrying on Business in Name or Style other than his own.*—The provisions of Rule 260 shall, so far as the nature of the case will admit, apply in the case of any person carrying on business within the jurisdiction in a name or style other than his own.

14. [262A.] *Receiving Order against Limited Partnership.*—A receiving order made against a firm registered under the Limited Partnerships Act, 1907, shall operate as if it were a receiveing order made against each of the persons who, at the date of the order, is a general partner in the firm.

15. [264A.] *Service of Creditor's Petition against Limited Partnership.*—A creditor's petition against a firm registered under the Limited Partnerships Act, 1907, shall be served at the principal place of business of the limited partnership, as registered, by delivering a sealed copy of the filed petition to one of the general partners there, or to some person having, at the time of service, the control or management of the partnership business there, unless the Court shall otherwise order.

16. [264B.] *Petition by Limited Partnership.*—A limited partnership registered under the Limited Partnerships Act may present a petition in bankruptcy as debtors in the name of the firm. The petition shall be signed by a general partner and shall contain in full the names of the general partners, and if the petition is signed in the firm name the petition shall be accompanied by an affidavit made by the partner who signs the petition showing that all the general partners concur in filing the same.

17. [264C.] *Court having Jurisdiction.*—A petition by a limited partnership as debtors or against a limited partnership shall be presented to the court having bankruptcy jurisdiction in the place where the registered office of the limited partnership is situate, but the bankruptcy judge of the High Court may at any time, for good cause shewn, remove the proceedings to any other court having jurisdiction in bankruptcy.

18. [264D.] *Rights of Limited Partners.*—Where a receiving order is made against a limited partnership any past or present limited partner shall have the same rights as a creditor who has proved his debt would have to inspect the file, to attend meetings of creditors, and to appear on, and take part in, the public examination of, or any application for an order of discharge by, any general partner.

19. [264E.] *Liability of Limited Partners.*—The assets of a limited partnership which by section 24 of the Bankruptcy and Deeds of Arrangement Act, 1913, are to vest in the trustee in the event of all the general partners being adjudged bankrupt shall include the liability (if any) of the limited partners, and past general partners, to contribute to the assets of the limited partnership, and such liability may be enforced by the trustee by motion in the bankruptcy, but subject to the regulations following:—

> (1) No present or past limited partner shall be liable to contribute as such, to the assets of the limited partnership to any greater amount than the amount of any part of his contribution as such limited partner which he may have failed to pay into, or have drawn out, or received back from the partnership assets since he became, or whilst he remained, a limited partner, except in the case of a present limited partner who is a past general partner, and in the case of a past limited partner who has become a present general partner.
>
> (2) No past general partner shall be liable to contribute, as such, to the assets of the limited partnership except in respect of partnership debts and obligations incurred whilst he continued to be a general partner; but every past general partner who has become a limited partner shall in addition to any amount which he may be liable to contribute in respect of partnership debts and obligations incurred whilst he continued to be a general partner, be liable to contribute to the assets of the limited partnership to an amount equal to the amount of any part of his contribution, as such limited partner, which he may have failed to pay into, or have drawn out

or received back from the partnership assets since he became, or whilst he remained, a limited partner.

(3) No past partner, general or limited, shall be liable to contribute, as such, to the assets of the limited partnership unless it appears to the court that the partnership assets otherwise available are insufficient for the payment in full of the partnership liabilities and the costs, charges, and expenses of the administration in bankruptcy of the partnership estate.

20. [273 (14).] *Summary Administration.*—Clause (14) of Rule 273 is hereby annulled, and instead thereof the following clause (14) shall be substituted :—

The costs or charges, payable out of the debtor's estate, of any person other than of a solicitor may be paid and allowed without taxation where such costs or charges are within the prescribed scale; provided that the Official Receiver may require such costs or charges to be taxed by the taxing officer.

21. [274A.] *Petition by Legal Personal Representative.*—A petition for the administration of the estate of a deceased insolvent under the Bankruptcy Acts, 1883 to 1913, presented by the legal personal representative of the deceased shall be in the Form No. 11A in the Appendix, with such variations as circumstances may require, and shall be verified by affidavit.

22. [279B.] *Modifications where Summary Order under Section* 121.—Where under an administration order under section 125 of the Act the estate is ordered to be administered in a summary way the modifications imposed by section 121 and Rule 273 shall not apply, but in lieu thereof the modifications following shall apply :—

(1) The Official Receiver shall be trustee under the order unless the creditors at any time by special resolution resolve that some person other than the Official Receiver shall be appointed trustee, in which case the administration shall proceed as if an order for summary administration had not been made.

(2) There shall be no committee of inspection, but the Board of Trade shall exercise the powers of a committee of inspection.

(3) There shall be no advertisement of any proceedings in a local paper unless the Board of Trade otherwise direct.

(4) The title of every document in the proceedings subsequent to the making of the order for summary administration shall have inserted thereon the words "Summary Case."

(5) All questions of law and fact shall be determined by the court having jurisdiction in the matter, and no application for a jury shall be entertained.

(6) All payments shall, unless the Board of Trade otherwise order, be made into and out of the Bank of England.

(7) Meetings of creditors shall, unless the Official Receiver for special reasons otherwise determines, be held in the town or place in which the court usually holds its sittings, or in which the office of the Official Receiver is situate.

(8) In lieu of the copy of the account to be filed with the court, as prescribed by section 78 (4) of the Act of 1883, a statement shewing the position of the estate, analogous as nearly as may be to that prescribed by Form No. 122, shall be filed.

(9) Notices of meetings, other than of first meetings, or of sittings of the court, shall only be sent to creditors whose debts or claims exceed the sum of £2.

(10) The time mentioned in section 58 (2) of the Act of 1883 shall be extended to six months.

(11) The estate shall be realised with all reasonable despatch, and, where practicable, distributed in a single dividend when realised.

(12) The costs or charges, payable out of the debtor's estate, of any person other than of a solicitor may be paid and allowed without taxation where such costs or charges are within the prescribed scale; provided that the Official Receiver may require such costs or charges to be taxed by the taxing officer.

23. [281A.] *Gazetting Annulment of an Order already Gazetted.*—Where an order (other than an order annulling an adjudication) which has been gazetted is annulled, revoked, or rescinded, notice of the order of annulment, revocation, or rescission shall be published in the London Gazette in the Form No. 174 (16) in the Appendix. Such notice shall be forwarded to the Board of Trade by the Senior Bankruptcy Registrar when the order is made in the High Court, and by the Registrar when the order is made in a county court. When the order is annulled, revoked, or rescinded on the application of the Official Receiver or of the trustee the fee for gazetting shall be paid out of the estate, but in any other case such fee shall be paid by the party making the application.

24. [295.] *Expenses of Sales.*—Rule 295 is hereby annulled and instead thereof the following rule shall be substituted :—

When property forming part of a debtor's estate is sold by the trustee through an auctioneer or other agent, the gross proceeds of the sale shall be paid over by such auctioneer or agent, and the charges and expenses connected with the sale shall afterwards be paid to such auctioneer or agent on the production of the necessary allocatur of the taxing officer. Every trustee by whom such auctioneer or agent is employed shall be accountable for the proceeds or every such sale unless the court otherwise orders.

25. [302.] *Removal for failing to Keep up or Increase Security.*—Rule 302 is hereby annulled and instead thereof the following rule shall be substituted :—

Where a trustee or special manager has given security in the prescribed manner, but fails to keep up such security, or, if called upon to do so, to increase such security, the Board of Trade may, if they think fit, remove him from his office.

26. [312A.] *Authority for Account at Local Bank.*—Application by an Official Receiver or trustee to the Board of Trade under section 20 of the Bankruptcy and Deeds of Arrangement Act, 1913, for authority to make payments into and out of a local bank shall be in the Form No. 136A and the authority shall be in the Form No. 137A in the Appendix, with such variations as circumstances may require.

27. [340.] *Local Bank.*—Rule 340 of the Bankruptcy Rules, 1886, is hereby annulled, and instead thereof the following Rule shall be substituted :—

Where the trustee is authorised to have an account at a local bank, he shall forthwith pay all moneys received by him into the credit of the estate. All payments out shall be made by cheque payable to order, and every cheque shall have marked or written on the face of it the name of the estate, and shall be signed by the trustee. Every cheque shall be countersigned in cases where there is a committee of inspection by at least one member of the committee, and by such other person, if any, as the creditors or committee of inspection may appoint, and where there is no committee by such person, if any, as the Board of Trade may direct.

HALDANE, C.

I concur.

JOHN BURNS,
President of the Board of Trade.

Dated the 23rd March, 1914.

[THERE IS AN APPENDIX OF FORMS.]

Bankruptcy—England.

FEES.

Order, dated March 30th, 1914, under the Bankruptcy Act, 1883 (46 and 47 Vict., c. 52), making addition to Table A of Scale annexed to Order of December 18th, 1890, as to fees and percentages under the Bankruptcy Acts, 1883 to 1913.

I, the Right Honourable Richard Burdon Viscount Haldane, Lord High Chancellor of Great Britain, do, by virtue of the powers vested in me by the Bankruptcy Act, 1883, prescribe that the fee in the scale annexed shall, from and after the 1st day of April, 1914, be charged and taken in addition to the fees in Table A of the scale annexed to the Order as to fees and percentages, dated the 18th day of December, 1890.

Dated the 30th day of March, 1914.

HALDANE, C.

Every application by an Official Receiver or Trustee to the Board of Trade for a local banking account £1 0 0

We, the undersigned, being two of the Lords Commissioners of His Majesty's Treasury, do hereby sanction the foregoing scale of fees.

Dated the 30th day of March, 1914.

WILLIAM JONES.
HENRY WEBB.

Deeds of Arrangement.—England.

BOARD OF TRADE FEES.

Order, dated March 30th, 1914, under the Bankruptcy Act, 1883 (46 and 47 Vict., c. 52), making addition to Table F of Scale annexed to Order of December 18th, 1890 (as amended by Order of May 11th, 1891), as to fees and percentages under section 25 of the Bankruptcy Act, 1890 (53 and 54 Vict., c. 71), and Part II. of the Bankruptcy and Deeds of Arrangement Act, 1913 (3 and 4 Geo. 5, c. 34).

I, the Right Honourable Richard Burdon Viscount Haldane, Lord High Chancellor of Great Britain, do, by virtue of the powers vested in me by the Bankruptcy Act, 1883, prescribe that the fees in the scale annexed shall, from and after the 1st day of April, 1914, be charged and taken in addition to the fees in Table F of the scale annexed to the Order as to fees and percentages, dated the 18th day of December, 1890.

Dated the 30th day of March, 1914.

HALDANE, C.

On every application to the Board of Trade, under section 32 (1) of the Bankruptcy and Deeds of Arrangement Act, 1913, for an official audit of a trustee's account £1 0 0

On the audit of a trustee's accounts by the Board of Trade, in pursuance of section 32 (1) of the Bankruptcy and Deeds of Arrangement Act, 1913,

a fee, not being less than £5, according to the following scale on the amount brought to credit after deducting (1) the amount received and spent in carrying on the business, and (2) the amount paid to secured creditors out of the proceeds of their securities, viz. :—£1 on every £100 or fraction of £100 up to £5,000, and 10s. on every £100 or fraction of £100 beyond £5,000. Provided that there shall be deducted from this fee the amount of any fees taken on accounts transmitted in pursuance of section 25 of the Bankruptcy Act, 1890.

We, the undersigned, being two of the Lords Commissioners of His

Majesty's Treasury, do hereby sanction the foregoing scale of fees.
Dated the 30th day of March, 1914.

WILLIAM JONES.
HENRY WEBB.

Supreme Court.—England.

FEES.

Order, dated March 30th, 1914, as to fees to be taken in respect of the registration of an assignment of book debts under section 14 of the Bankruptcy and Deeds of Arrangement Act, 1913 (3 & 4 Geo. 5, c. 34).

The Right Honourable Richard Burdon, Viscount Haldane, Lord High Chancellor of Great Britain, by and with the advice and consent of the undersigned judges of the Supreme Court of Judicature, and with the concurrence of the Lords Commissioners of His Majesty's Treasury, doth hereby, in pursuance and execution of the powers given by the Judicature Act, 1875, and all other powers and authorities enabling him in this behalf, order and direct in manner following :—

In respect of an assignment of book debts required to be registered in pursuance of section 14 of the Bankruptcy and Deeds of Arrangement Act, 1913, the same fees shall be taken and in like manner as if the assignment were a bill of sale.

Dated the 30th day of March, 1914.

HALDANE, C.
HERBERT H. COZENS-HARDY, M.R.
A. M. CHANNELL, J.
CHARLES H. SARGANT, J.

We concur :

WILLIAM JONES.
HENRY WEBB,
Lords Commissioners of His Majesty's Treasury.

National Insurance Act, 1913.

(3 & 4 GEO. V, CH. 37.)

Notice is given in the *London Gazette* of the 3rd inst., under the Rules Publication Act, 1893, that it is proposed by the National Health Insurance Joint Committee, after the expiration of at least 40 days from that date, in pursuance of the powers conferred upon them by section 28 of, and paragraph (*a*) of the First Schedule to, the National Insurance Act, 1913, and by the National Insurance (Joint Committee) Regulations, 1912 and 1913, to make regulations as to :—

(i.) the amalgamation, for the purposes of Part I of the National Insurance Act, 1911, of any two or more approved societies, or of an approved society with a society which is not an approved society, or of any two or more branches of an approved society ;

(ii.) the transfer by an approved society of its engagements under Part I of the National Insurance Act, 1911, or of such of those engagements as relate to members resident in a particular part of the United Kingdom, to any other approved society which undertakes to fulfil those engagements, and the transfer from one branch to one or more other branches or to the society of such engagements ; and

(iii.) the financial adjustments to be made on any such amalgamation or transfer.

Draft copies of the said regulations can be purchased, either directly or through any bookseller, from Messrs. Wyman & Sons, Limited, 29, Breams Buildings, Fetter-lane, London, E.C., and 54, St. Mary-street, Cardiff : or Clerk-in-Charge, Publications Department, H.M. Stationery Office, 23, Forth-street, Edinburgh ; or Messrs. E. Ponsonby, Limited, 116, Grafton-street, Dublin.

National Insurance Act, 1913.

(3 & 4 GEO. V, CH. 37.)

Notice is given in the *London Gazette* of the 3rd inst., under the Rules Publication Act, 1893, that it is proposed by the National Health Insurance Joint Committee, after the expiration of at least 40 days from that date, in pursuance of the powers conferred upon them by section 28 of, and paragraph (*c*) of the First Schedule to, the National Insurance Act, 1913, and by the National Insurance (Joint Committee) Regulations, 1912 and 1913, to make regulations as to the withdrawal of approval from societies on account of maladministration.

Copies of the draft regulations can be purchased, either directly or through any bookseller, from Messrs. Wyman & Sons, Limited, 29, Breams Buildings, Fetter-lane, London, E.C., and 54, St. Mary-street, Cardiff : or Clerk-in-Charge, Publications Department, H.M. Stationery Office, 23, Forth-street, Edinburgh ; or Messrs. E. Ponsonby, Limited, 116, Grafton-street, Dublin.

National Insurance Act, 1913.

(3 & 4 GEO. V, CH. 37.)

Notice is given in the *London Gazette* of the 3rd inst., under the Rules Publication Act, 1893, that it is proposed by the National Health Insurance Joint Committee, after the expiration of at least 40 days from that date, in pursuance of the powers conferred upon them by section 28 of, and paragraph (*b*) of the First Schedule to, the National Insurance Act, 1913, and by the National Insurance (Joint Committee) Regulations, 1912 and 1913, to make regulations as to the dissolution of approved societies.

Copies of the draft regulations can be purchased, either directly or through any bookseller, from Messrs. Wyman & Sons, Limited, 29, Breams Buildings, Fetter-lane, London, E.C., and 54, St. Mary-street, Cardiff : or Clerk-in-Charge, Publications Department, H.M. Stationery Office, 23, Forth-street, Edinburgh ; or Messrs. E. Ponsonby, Limited, 116, Grafton-street, Dublin.

National Insurance Act, 1911.

Notice is given in the *London Gazette* of the 3rd inst., under the Rules Publication Act, 1893, that it is proposed by the Welsh Insurance Commissioners, after the expiration of at least 40 days from 31st March, in pursuance of the powers conferred upon them by the National Insurance Act, 1911, to make regulations under section 67 of the Act as to appeals and disputes. Draft copies of the said regulations will shortly be placed on sale, and will be obtainable, either directly or through any bookseller, from Messrs. Wyman & Sons, Limited, Fetter-lane, London, E.C., and 54, St. Mary-street, Cardiff.

Mental Deficiency Act, 1913.

(3 & 4 GEO. V, CAP. 28.)

Notice is given in the *London Gazette* of the 3rd inst., under the Rules Publication Act, 1893, that it is proposed by the Secretary of State for the Home Department, after the expiration of at least 40 days from that date, in pursuance of the powers conferred upon him by the Mental Deficiency Act, 1913, to make regulations thereunder.

Draft copies of the said Regulations (which will also take effect as Provisional Regulations) can be purchased, either directly or through any bookseller, from Messrs. Wyman & Sons, Limited, Fetter-lane, London, E.C.

Societies.

The Law Society.

GENERAL MEETING.

A special general meeting of the Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 3rd inst., Mr. WALTER TROWER, the President (London), taking the chair. The following members of the Council were among those present :—Sir Charles Elton Longmore, K.C.B. (Hertford), Vice-President ; Mr. Arthur John Morton Ball (Stroud, Gloucestershire), Mr. John James Dumville Botterell, Mr. John Wreford Budd, Mr. Alfred Henry Colev (Birmingham), Mr. Cecil Allen Coward, Sir Homewood Crawford, Mr. Alfred Davenport, Mr. Weeden Dawes, Mr. Robert William Dibdin, Mr. Walter Dowson, Mr. Thomas Eggar (Brighton), Mr. Walter Henry Foster, Mr. Samuel Garrett, Mr. Herbert Gibson, Mr. Charles Goddard, Mr. John Roger Burrow Gregory, Mr. John Waller Hills, M.P., D.C.L., Sir Henry James Johnson, the Hon. Robert Henry Lyttelton, Mr. Frank Marshall (Newcastle-upon-Tyne, Mr. John Wessley Martin (Reading), Mr. Philip Hubert Martineau, Mr. Charles Henry Morton (Liverpool), Mr. Robert Chancellor Nesbitt, Mr. William Henry Norton (Manchester), Mr. Ernest Fitzjohn Oldham, Mr. Arthur Copson Peake (Leeds), Mr. Kendrick Eyton Peck (Devonport), Mr. Richard Alfred Pinsent (Birmingham), Mr. Charles Leopold Samson, Mr. William Arthur Sharpe, Mr. Henry Temperley (Sunderland), and Mr. William Howard Winterbotham ; also Mr. S. P. B. Bucknill (secretary) and Mr. E. R. Cook (assistant secretary).

PRESIDENT'S ADDRESS.

The paper of business stated that the first subject to be considered was the discussion of the President's address, which had been adjourned from the general meeting in January.

LEGAL EDUCATION.

The PRESIDENT said : The first part of my address dealt with our educational system, and I conclude that part of it with a hope that a National School of Law may be founded. It is required not only for students here, but also for the students of our world-wide Empire, and such a school would be a link between the mother-country and the over-seas dominions of the Crown. Questions relating not only to English common law and equity jurisprudence, but also to Scotch law, Dutch law at the Cape, French law in Canada, and Mohammedan and Hindoo law in India, have to be decided by our judges and the civil servants of the Crown, and it is highly desirable that those great principles of justice and equity which underlie all these systems should be taught in a national school of law in close proximity to our own courts.

LAND TRANSFER.

The second part of my address relates to the Lord Chancellor's Land Transfer Bills. These Bills are introduced by the Lord Chancellor, and practically embody the recommendations of the Council of the Law Society. They contain amendments of the Settled Land

Acts, the conversion of copyholds into freeholds, the abolition of special tenures, the amendment of the Conveyancing Acts, the amendment of the Land Transfer Acts in accordance with the recommendations of the Royal Commission, and the adoption of Mr. Wolstenholme's Bill of 1897, promoted by the Law Society. The object of the last mentioned Bill is to insure that, as to all land, the title for the purpose of sale and mortgage shall be simple and absolute, and that trusts and other rights and claims, including death duties, shall be kept off the market title, and shall form a second title not concerning a purchaser or mortgagee. The Bills are approved of by the Council of the Law Society and all the Provincial Law Societies, subject to a recommendation that the two Bills should be incorporated into one. I am glad to be able to inform you that the Government draughtsmen are now at work on a draft amalgamating the two Bills, and that the Lord Chancellor hopes to be able to introduce them as one, thus complying with the request of the Law Society and the provincial Law Societies, but I need hardly add that the question cannot be decided till the draft is completed and the Lord Chancellor has an opportunity of considering them in that shape. Since my address was prepared the Committee of the Law Society have reported upon the Bills, and perhaps I may be permitted to quote the concluding paragraph of their report. It is as follows: "In conclusion the Committee desire to say that, in their view, the two Bills together will effect changes in the law of substantial public utility. They recognise that the Conveyancing Bill, perhaps largely as the result of its bringing into use a new terminology, necessary for its elucidation, but unfamiliar to legal ears, will at first appear to present difficulties, and may not improbably require interpretation in various respects. But they believe that, when the Bill has been in operation for a sufficient time to enable the unfamiliarity to wear off, it will be found that a great advance has been made in the direction of shortening abstracts of title and simplifying and rendering less expensive the investigation of the title to land; and, if experience proves that this anticipation is well founded, it is probable that the greater freedom and absence of officalism connected with deadings with unregistered, as opposed to registered, land, will be increasingly appreciated by the public. This report is to be regarded as subject to any criticism which may arise on the details of the Bills when they are introduced."

Counsel's Fees.

The communication from the Bar Council with regard to counsel's fees has only just been received. It will be referred to a committee to consider and report to the Council, and their report will be made public as soon as it is adopted. There is, therefore, no failure of the negotiations, and Mr. Harper's motion must, therefore, stand over. I may say, however, that the Bar Council do not recognise the right of barristers' clerks to claim that the fees on briefs delivered for the plaintiff must be the same as those delivered for the defendant, and vice versa. Where counsel has accepted a fee on a brief, the solicitor should decline to increase or diminish it owing to an increase or diminution of the fees marked by the other side.

Legal Education.

Mr. Chas. Ford (London) said he should like to refer to that part of the President's address which related to legal education.

Mr. J. S. Rubinstein (London) said he had a resolution on the paper of business on the subject of compulsory registration of title. He would suggest that it should be taken next, and that there might be a discussion upon it. After all, that was the principal subject they had to discuss. The question of legal education might come on after the question of land transfer had been dealt with.

The President observed that, as he dealt with the question of legal education first in his address, he thought he must hear Mr. Ford.

Mr. Rubinstein said he would like to move formally that his resolution should be proceeded with.

The President: I am in the chair and am controlling the meeting.

Mr. Rubinstein urged that there were many of his friends present whose time was valuable, and, if there was to be a long discussion on other subjects, they would not be able to stay.

The President ruled that Mr. Ford should be allowed to speak.

Mr. Ford said, referring to the cost of legal education mentioned in the President's address, it was stated that the sum spent by the Society on legal education was £6.000 per annum. He said no doubt there was other expenditure of which the members had no estimate. He should like to know whether the Council, in view of the serious and overcrowded state of the profession, would make the intermediate examination less easy, and also make the fees to be paid by the candidates heavier.

The President: Your suggestion shall be taken into consideration by the Council.

Women as Solicitors.

Mr. Brinsley Harper (London) asked what attitude the Council were going to take with regard to the Bill for the admission of women as solicitors, which was the subject of a resolution on the paper of business?

The President said Mr. Gibson's motion had been withdrawn.

Mr. Brinsley Harper observed that the President had referred to the subject in his address.

The President said he would refer to the matter later.

Registration of Title.

Mr. Rubinstein moved, in accordance with notice, the following resolution: "That this meeting, while approving generally of the main principles embodies in the Real Property and Conveyancing Bills introduced in the House of Lords last year by the Lord Chancellor subject to the two Bills being incorporated in one, is firmly of opinion that the new Bill should for the following reasons provide for bringing to an end the experimental trial of the present system of registration of title which has been in compulsory operation in the County of London for over thirteen years: (*a*) Nothwithstanding numerous alterations the system remains a complicated, unsafe and expensive method of transfer and is reactionary in the extreme. (*b*) Its continuance or extension is deprecated by all sections of the community having actual experience of dealings in property. (*c*) It involves a special tax on property transactions in London amounting to £50.000 per annum. (*d*) The failure of the experiment has been established beyond dispute. (*e*) It is unjust that London property owners should have to submit for an indefinite period to an oppressive system of transfer different from the simple system of transfer by deed now, or which under the new Bill will be, in operation in all other parts of the country. (*f*) The statement made by Lord Cairns in 1879, that the establishment of local Registries of Title was 'an enormous thing in this country and frightful to contemplate,' applies accurately to the position to-day. (*g*) Having regard to the extraordinary number of officials appointed during the last few years in connection with property any further creation of administrative departments in the State, and any further addition to the number of officials employed, would be wholly contrary to public interest." He said he was desirous of bringing it home to the meeting that they had to consider a very serious question, one that he thought should be dealt with at once. It was gratifying to hear from the President that there was a committee of the Council, which was sitting, which was prepared to consider any recommendation regarding the subject that was brought to their notice. As a matter of fact, there had been brought under the notice of the body which was revising the Bills various suggestions which had come under the notice of the Council from time to time, but he assumed, as the President had not said so, that the Council had not put forward what was the essence of his resolution, namely, that the experiment of compulsory registration, which had been in force in London for the last fourteen years, should be ended.

The President said it had not been put forward.

Mr. Rubinstein said he hoped the discussion which would take place at this meeting would strengthen the hands of the Council and enable them to put it forward. The Society had passed, from time to time, resolutions condemning the experiment, and those resolutions had been adopted and sanctioned by the Council themselves—they had formally accepted them. Yet, what did it come to? Although they recognised the truth of those resolutions, which condemned the system of compulsory registration, the members of the Society were now told that the Council had not brought them before the authorities. If the meeting passed his resolution to-day they might be again in the same position. The Council, for some unaccountable reason, seemed to be always frightened to put such a resolution forward. In the report on the Lord Chancellor's Bills, issued by the Land Transfer Committee, the only reference he could find to the system of registration which they all deplored was at page 5, where it said "The Bill does not contain any provision directed to extending the area of compulsory registration or to accelerate the system." Was that sufficient? This was a vital question in London, and it was harassing the profession day by day, and yet the meeting was told from the chair that no representation whatever had been made to the Lord Chancellor on this point. He wished to be allowed to emphasise the grounds for bringing his resolution forward by referring to each of the paragraphs contained in it. He did not conceive that anyone with any actual experience of the system could for a moment question what he had stated in the first paragraph (*a*). The alterations which had been made were almost innumerable. There were new rules again, and again, and again, and yet who could say that the system was working any better now than at the commencement? It was a complicated system. He had received during the last few days several letters on this very point. Of these he would only read a couple to show the feeling which existed that it was a complicated and expensive system. The first was from Mr. Edward J. Fooks, the senior partner in the firm of Fooks, Chadwick, Arnold & Chadwick. He said, "Have you noticed what is apparently a trick on the part of the Land Registry, namely, to charge a lower fee on first registration, and on every subsequent transfer up to £50.000 the full fee of 6s. per cent.? Even on a transfer of mortgage the same fee is paid. It seems that once you are on the register you are in a spider's web. I am myself an owner of freehold property in Kent, as is also my wife, and I can see no inducement to register my titles, nor those of my wife, and am thankful I am not within the compulsory area." There was a case in point. The fees were paid on an *ad valorem* scale when a title was first registered, and afterwards, when one came to deal with the registered property and all the information was on the register, one was charged higher fees still. It was monstrous. It was a spider's web. Then he had a letter from Messrs. Godwin & Co., of Winchester, who said, speaking of the "unsafeness of the methods" of the registry, that, in 1908, a client of theirs, residing at Winchester, advanced money on the security of a submortgage by deposit of the land certificate and the certificate of charge.

Notice of the deposit was given and acknowledged by the Land Registry. In September, 1911, the amount due was paid off and the documents deposited handed over, but no document signed by their client. On the 18th of October, 1911, a notice of dealing under Rule 243 was received at the address at which the client had, in 1908, resided, sent by registered post. He no longer resided there, or in England. The new tenants of the house handed the document to Messrs. Godwin, who forwarded it to the Registrar, explaining the circumstances, and how it came into their hands. The letter was not acknowledged, and on the 18th of December Messrs. Godwin wrote again. They received an acknowledgment, but nothing more was heard of the matter, and they believed that the notice of deposit given by them was marked in the register as cancelled. Doubtless, it having been paid, there was no harm in its being cancelled; but the point was that the rules apparently permitted the Registrar to act, and to cancel a security, when he knew that the notice he had sent had not been delivered to the mortgagee, who therefore possibly knew nothing about the matter. These were, continued Mr. Rubinstein, the kind of questions which had come to him within the last day or two, as shewing the demerits of this rotten system. He had said sufficient, he thought, to shew that the words he had used as to the system being complicated, unsafe and expensive were justified. As regarded the second paragraph (*b*) of his resolution, he would point out that there had not been a single resolution passed by any representative body asking for the continuance or extension of the system. On the contrary, innumerable resolutions had been passed by various bodies calling for an end of the experiment. Then, as to the third paragraph (*c*), the figures there set out were practically the figures given in the Registrar's return. That £50,000 per annum came out of the pockets of the people who had transactions with the Registry in London, and who could say that the system ever had, or ever would, put one penny into their pockets? If anyone came to a solicitor with a registered title it put one on one's guard at once. You felt at once that you must look into it; you were also face to face with the fact that you had additional fees to pay quite outside of what you had ordinarily to pay, and you had to get your client to make the proper allowance for those fees. And that happened every day. The unfortunate vendors of a registered title had to submit to have something deducted for the expenses, and had to make due allowance to the person who bought the registered title. He might remind the meeting of what the Royal Commission said in 1911. Lord St. Aldwyn was the chairman. The report said: "It may fairly be urged that fees rising so high deter voluntary registration and are felt as a hardship when it is compulsory. The effect of compulsory registration with possessory title in London has been to place a purchaser there at a disadvantage as compared with a purchaser elsewhere. The system, as it stands, is in our judgment imperfect, and we cannot recommend the compulsory extension of an imperfect system." That was said in January, 1911, and we are now in April, 1914, and not a single alteration had been made, as far as he (Mr. Rubinstein) was aware, at the Registry with regard to a single defect referred to in the Land Transfer Commission Report of January, 1911. Every inquiry had proved the same, namely, it was an imperfect system, and that the purchaser in London was at a disadvantage as compared with the purchaser elsewhere. He thought that the next paragraph (*e*) would have appealed to the Council. Why should London property owners have this monstrous system forced upon them? Why should not the Council protest, time after time and on many occasions, against its continuance? It was a menace to the whole country to have the system in existence, with officials who were striving might and main to induce the public to believe that it was a good one. They had all the resources of the Treasury behind them. The members all knew of the paper they were issuing every day from the Registry since 1908, this miserable report of the Registry, in which they endeavoured to delude people, by leading them to believe that cheapness and simplicity was obtained in consequence of this compulsory system. If any solicitor were to get possession of money under the same suggestions as those which were contained in the paper he had referred to, he would be liable to be prosecuted for obtaining money under false pretences. For it was nothing less than obtaining money under false pretences. It was a misfortune that Lord Cairns, when he introduced a Land Registry Bill in 1875, could not get rid of the Land Registry. His explanation was that it was in existence, and that they must, therefore, put up with it. He said: "Finding the State in possession of the Office of Registry, which could not be displaced and must be utilised, I did not consider at that time that I had any choice but to endeavour to do the best I could with it." That, unfortunately, seemed to be still the prevailing feeling. Lord Cairns saw the Registry in existence, and no doubt felt that he did not know quite what could be done with it. The officials had been appointed and were drawing salaries, and he could not see his way to get rid of them. But there was now a Lord Chancellor in office, the first since Lord Cairns, who understood something about conveyancing and who had an open mind. Why could not the Council say, "Lord Cairns gave his reasons why he could not get rid of the Land Registry. We had had far larger experience. You are strong enough to get rid of it." That was the position for a self-respecting council to take up in this matter. Then, with regard to the next paragraph (*g*), he did not think that anybody who had had any experience of the increase of the number of officials, and the trouble it imposed upon solicitors in connection with the transfer of property, would object to this. He did not think it was realized how great an amount of mischief was being done by the creation of these officials, who must constantly be finding something to do. Solicitors got forms of all sorts sent to them from time to time, and somebody must pay for the work they necessitated. The unfortunate clients were, in consequence, put to expense in the endeavour of their solicitors to explain away all sorts of questions which arose simply because these officials were in existence. He thought it was a great misfortune that the Council had taken the view they had, and that they had not the courage—it was simply a question of courage—to put forward the view he advocated.

The PRESIDENT asked Mr. Rubinstein if he proposed to move the reasons which were attached to his resolution

Mr. RUBINSTEIN said he thought the reasons made the resolution more intelligible, and he would like to move the resolution as a whole.

Mr. H. P. GISBORNE (London) seconded the motion. He said that those who were of the same opinion thought that the present was a convenient opportunity of bringing the subject forward, when the Conveyancing Bills would shortly, in the ordinary way, pass on to the Statute Book. It was the time for them, a legal assembly, to put upon record a protest against a system which they thought was entirely bad. He could not conceive that the London public, if they were cognisant of the real disadvantages under which they suffered, by reason of the system of registration of title, would sit down quietly, as they had done for so long a time, and he thought it was time that they, as solicitors, made some vigorous protest, and that the society should exercise all its energies in endeavouring to educate the property owners and dealers, so that they might see that they were acting against their own interests in continuing to sanction the system. What was the system? There was first of all the possessory title, then the qualified title, then the absolute title. A disinterested opinion had been given as to the value of the possessory title, and it was given by no less a person than Sir Charles Brickdale himself. He said, in a paper he read in May, 1912, "After to-day any purchaser who puts up with a possessory title does so with his eyes open and by his own voluntary act, and I wash my hands of him altogether." Then, in the case of *Marshall* v. *Robertson*, in November, 1905, Mr. Justice Warrington, in delivering judgment, said "It is the registration of the possessory title, with the power of producing the certificate of registration, which has done all the mischief in this case, and has induced the defendants to lend their money, which, of course, they will now, as a result of this judgment, lose. I think it right to point that out, because it does seem to me to illustrate very forcibly the danger which the registration with possessory title introduces." That was another disinterested opinion as to the value of the possessory title. With regard to absolute title, on the face of the certificate the defects were pointed out, and one had to be on guard more than ever when one found oneself face to face with them. A qualified title was obviously defective, and dealers were unwilling to accept it. Absolute title was the seductive part of the programme which the Registrar dangled before them. Once an absolute title was obtained all would be well, everything would be in order, and there would be no more trouble. But the Registrar failed to point out, and that was where a great many people had been drawn into the spider's web, that the result to the first absolute owner meant that he was to be shot at by everybody. He laid himself open to compensate future buyers of that title who might be accredited. But they were told, "Never mind, there is the State guarantee." In form there was, but they all knew what happened if anything went wrong and one tried to get something out of the State under this guarantee. One must be prepared to go to the House of Lords, and, rather than do that, the solicitor would advise his client to submit to the inevitable. There was the case of Odell, who was successful in the court of first instance, and the Government then took him to the Court of Appeal, and he lost his case. That was the extent of the State guarantee, that he had to pay the costs of the action as well as pay the costs of the registry. A real injustice was thrust upon London by the system, and if in the country they realised all the difficulties, the complication and expense of it, they would join in asking that London should be relieved of this incubus. It must be remembered that this was not an accepted system. It became compulsory in 1897 as an experiment. But 1897 was not so long ago, and he urged that solicitors should not sit down and accept compulsory registration because they had it with them to-day. The Government of the time led them to suppose that it would come to an end at the expiration of three years. It was thrust upon London against their wish, and it was expected that the country would ask for it. But the registry had found, to their amazement, that the number of persons who had taken advantage of the system in the country was a mere fraction. If the majority of persons who had the opportunity of coming within the scope of registration had refused to do so, that alone was a crushing answer to the view on the other side that the system was a good one. It was their hope that Lord Haldane would have some sympathy with them in London. Solicitors urged that it was no good trying to mend a system that was bad root and branch, and that it ought to be got rid of. Solicitors were the persons who were expert in conveyancing matters, and who were most competent to judge whether such matters were good or bad, and he asserted that any insinuations that, in the course he was advocating, they were affected by personal motives should be dismissed as beneath contempt. They were acting in the interests of their clients. He

asked the meeting to protest, whenever there was a fitting opportunity, against the continuance of a very bad system.

Mr. J. W. HILLS, M.P., a member of the Council, said they had listened to two powerful speeches against the registration system at present operating in London, but he should like to call the attention of the meeting to two considerations which were not mentioned by either of the speakers, and which seemed to him to be the governing factors of the situation. When the Land Transfer Act, which was passed in 1897, came into force, questions were asked as to its operation. At once a campaign was started against it. Its faults were pointed out, and a large movement arose for the abolition or for the amendment of the Act. In that movement Mr. Rubinstein had played a distinguished part, and the result of all those criticisms was the appointment of a Royal Commission. Solicitors asked for that Commission. It was largely appointed in response to criticisms that the society made. It was a strong Commission, and an impartial Commission. It sat for three years. It heard all classes of witnesses, including Mr. Rubinstein, including also the then president of the society, the late Mr. Beale, and the whole case both for and against registration was put before the Commission. It reported in 1911, and that report was unanimous. A strong Commission reported unanimously. It said that the present system working in London was imperfect. It said it ought not to be extended to the rest of the country, but it said also that, when the amendments which the Royal Commission suggested had been tried during a certain time, then Parliament should be asked to say whether it should be extended or not. And so, he did submit to the meeting that, in the face of that report of that Commission, they could not go now and ask, as Mr. Rubinstein suggested, for the bringing to an end in London of a system which was imperfect. They all admitted that it was imperfect. The Commission themselves said that it was imperfect, but they did not say it ought to be abolished.

Mr. RUBINSTEIN said that that was excluded from their terms of reference.

Mr. HILLS: They might have done so if they had liked; but they obviously did not want to. At any rate, we appealed to Cæsar, and went to Cæsar.

Mr. RUBINSTEIN: Not to that Cæsar.

Mr. HILLS said it was a strong and impartial Commission. They asked for that Commission, and, if they did not like the report of the Commission, they had to accept it. But more than that, all the recommendations of that report which were given in favour of non-registration were included in the Lord Chancellor's Bill. It is common knowledge that, when the report of the Commission was published, a great endeavour was made by those who supported registration to extend the compulsory area. It was not extended in the present Bill. The Bill gave anyone an option of mortgaging land in such forms as he pleased, and said that the mortgage need not be by way of registry charge. In all these ways the Bill of the Lord Chancellor had gone as far as it could in support of the views of those who thought with Mr. Rubinstein. But, further than that, all along Mr. Rubinstein had contended that, if the private deed system was given a fair chance, it would prove itself a better system than registration, and a great many agreed with him—a great many on both sides of the table agreed with him. Now they had the Lord Chancellor, who was bringing in a Bill, and who included in that Bill all the recommendations of the Commission. He included in the Bill especially all those recommendations which met the views of those who attacked registration. He went much further. He gave them a reform of private deed conveyancing which put private deed conveyancing in a much more favourable position than ever it was in before, and gave it the best chance it had ever had of competing with registration. He wanted to make that point perfectly clear, for he did not think the meeting appreciated how far the Lord Chancellor had gone, and how evenly he had held the scales between the two rival systems. They knew what the private system was, taking the length of abstracts, number of deeds examined, and so on. Under the Conveyancing Bill, all sales and purchases of land would be confined to the simple transfer of the absolute ownership, and all the other interests which now confused and complicated the title were taken off the title for the purpose of sale, and did not come on the abstract at all. It was a very great reform. It was a reform which he thought they would all press for. It was a simplification of the law, and it was a fact that it did enable the private deed system to hold its own against the registry in a far better way than it could before. There were several ways in which the law might have been simplified. Many suggestions had been before the country. The Lord Chancellor considered all of them, and he picked out one, the very one the society advocated fourteen years ago, the very one the late Mr. Wolstenholme formulated, on the instructions of the Council, and which was then and has remained the policy of that body. It was upon the lines that no registration was necessary and that, as long as the abstracts were simplified and reduced on sales and mortgages to a series of simple transactions, registration would be rendered unnecessary. Were they going, in the face of these facts, to tell the Lord Chancellor that they would not support his Bills? He had met them in every possible way, and when Mr. Rubinstein said that a self-respecting Council ought to have told him that they would not take these Bills, he submitted to the meeting that a self-respecting Council had satisfied its self respect much more by meeting the Lord Chancellor fairly and considering with him the best reform of real property law than by adopting a *non possumus* attitude. For he had met them in a way that no Lord Chancellor in their lifetime had met them. He had considered every single suggestion, and wanted to work with the society, and not against them, and when the society once grasped the fact that the Lord Chancellor had done all he could to improve, to simplify, and to cheapen the system of private deed conveyancing, he thought he deserved their heartiest support. And, more than that, all the provincial Law Societies, who were greatly concerned in avoiding registration being forced upon them, welcomed this as the greatest opportunity that they could have of preventing the system being extended. And, in face of these facts, in the face of the double fact that the Lord Chancellor was on one hand improving the registration system of London and that he was giving a fair chance for private conveyancing, and, above all, that he had shown his sympathy and knowledge of the subject, which all gladly recognised, he appealed to the meeting to support the Lord Chancellor and to do their best to ensure that these Bills were passed through Parliament.

Mr. J. H. COOKE (Winsford, Cheshire), as coming from the country, wished to speak on behalf of the country solicitors. He said there was not the slightest doubt that Mr. Rubinstein had given ample reasons in support of his resolution. He had heard it stated that the Lord Chancellor had met the Council of the Society in a very benign manner, but, apparently, there was no answer to the reasons Mr. Rubinstein gave in his resolution. Let them look at the question from all points of view. Solicitors in London were affected very slightly indeed by having to deliver particulars. Those in London had very much larger purchase moneys than solicitors in the country, where the purchase moneys were as a rule small, comparatively speaking. Therefore, the proportion and the cost of the conveyance or mortgage in the country was very much more, in comparison, than in London. The country members of the profession were afraid that if the Lord Chancellor were not told that they were not satisfied, and that if, in consequence, he extended the compulsory system and they were to be brought in, the result would be that their conveyancing practice would suffer very seriously. Solicitors in town could go to the Land Registry without much trouble, but in the country a solicitor might be sixteen or twenty miles away from the registry, and it would be most difficult to register all the documents that might be necessary. Solicitors would require to have agents, probably, in the city where the registration office was situated. From the point of view of the country solicitors, he urged that there had not been any reply whatever to Mr. Rubinstein's resolution, and that there could not be any possible harm in carrying it because the Lord Chancellor had brought in his Bill.

The PRESIDENT: The two Bills.

Mr. COOKE said that they might be put in one. He submitted that, since the two Bills were to be amalgamated, they knew the contents of the Lord Chancellor's present Bill, and the mere fact that they told the Lord Chancellor that they thought it might be improved might be useful, though he had not the slightest doubt that it would not have any effect upon him, except that he would know that solicitors in the country, as well as those in London, were not satisfied with the provisions contained in it. The Lord Chancellor would go on with his Bill just the same, but he did assert that the Council had the truth before them and that there was not a word too much in Mr. Rubinstein's resolution. Why should not they give expression to it and tell the Lord Chancellor that they were not satisfied with things as they are? On behalf of the country solicitors, he supported the resolution most heartily.

Sir CHARLES LONGMORE, K.C.B. (Hertford, vice-president), said that he also happened to come from the country, and he did not at all agree with the last speaker, who was the first country solicitor he had heard advocate the views he had enunciated. What he thought they did not quite understand was this. Mr. Rubinstein and his seconder seemed to think that the Council had the power to settle this question. If they had, he would do everything he could against registration of title. He disliked it, and he did not think it was a good system. But, before they came to a decision, do let them endeavour to appreciate the position. The position was that both political parties were pledged in favour of registration of title. There was a majority in the House of Commons, an overwhelming majority, against them, and in the House of Lords all the great leaders, like Lord Halsbury on the Tory side and Lord Loreburn on the Liberal side, were against them. If they were to do what Mr. Rubinstein advocated, who would they find in the House of Lords to advocate their views? Neither of those great leaders would do it. Certainly the Lord Chancellor would not do it. So, if they passed the resolution, it would not bring them one iota nearer the object they desired, but it would put them all wrong with the Lord Chancellor and introduce controversy. Then it was said that they who had approached the Lord Chancellor had been so absolutely stupid that they had got nothing. But, of course, the Lord Chancellor was pressed very much to say that the land transfer system should be extended so as to become compulsory in case of death. The Council had got rid of that proposal, which would mean almost universal compulsory registration of title. Then they had got it made clear that there was to be no extension into the country of the system. It was to stand where it did, and the country solicitors for the present generation at least had nothing to fear with regard to it. Then they had a fair chance that, side by side with an improved system of registration, there should be a perfect system of conveying by deed, and he had not the slightest doubt that, given that chance, registration by deed would come out overwhelmingly victorious. They had as a profession one of the best friends the solicitor had ever had in the Lord Chancellor. He had a difficult task to carry this very

moderate Bill through the House of Lords, with the opposition of the two noble lords he had mentioned and their supporters. But he did not stand the slightest chance of passing the Bill unless he had the support of the profession. The country solicitors, through their local societies, had unanimously voted in its favour, and he asked the profession in London to do what they could to bring the Bill on to the Statute Book. Mr. Rubinstein said himself that in the main it was a good Bill, and he (the Vice-President) thought they would make the greatest possible mistake if they quarrelled with the Lord Chancellor. He was friendly to solicitors, and really did understand the question, and if it were only left to him he would put the profession in an infinitely better position than was now the case. He urged solicitors in the country to do what they could to get the matter settled during the time of the Lord Chancellor, because he was opposed to any extension of the system, rather than to leave it to those who came after, who might adopt the views of his predecessors. He quite agreed that the meeting was not asked to-day whether they liked the present system. He should be with them in saying that they did not. But it would be suicidal for them to quarrel with the Lord Chancellor over a Bill with a large amount of which they agreed. He asked the meeting, therefore, not to support the resolution.

Mr. RUBINSTEIN said, in reply, that he could sympathise largely with the remarks of the last speaker, representing, as he did, the country, where he was kept outside this intolerable system of registration, when he urged them to be satisfied with the Lord Chancellor's Bill. But, practising as he (Mr. Rubinstein) did in London, and seeing what was the effect of the system day by day, he could not say he was satisfied. He did not think it was reasonable to ask London solicitors to say that. He failed to see why the mere fact of passing a resolution of this sort and sending up the views of the meeting to the Lord Chancellor should imperil the Bill. His complaint was that the Council had not made that suggestion, although they had been parties to resolutions passed time after time by the members of the society advocating the rescinding of the Order. He was rather surprised that Mr. Hills should have forgotten so much of the controversy which had taken place in the past. He told the meeting that the society asked for the Royal Commission. They did not ask for that Royal Commission in anything like the sense that it was given. They asked for an impartial commission. The society protested against the constitution of the commission. There was but one solicitor appointed on it, the late Mr. Pennington, and, with that exception, the members of the Commission were without any practical knowledge of the subject. The society always objected to the terms of reference, because they excluded the consideration of the question thy wanted decided, namely, whether compulsory registration should be abandoned. To say that the society were bound by the report of the Royal Commission was quite a misapprehension of what really took place. The members knew what influence the Council had in those matters, and, unfortunately, the general meetings were held at a time of the day when, for instance, a great many friends of his who would like to support his resolution were unable to be present. When the late Mr. Ellett was present he used to endeavour to see a way out of difficulties like these. He invited the Council to accept some modification of his resolution, and not to let it go forth that the meeting had any sympathy with the system. He did not want it to go forth on a chance vote at that meeting that they were in favour of this intolerable system.

Mr. C. L. SAMSON (member of the Council): Withdraw the resolution.

Mr. RUBINSTEIN said he never more regretted the untimely death of Mr. Ellett than on an occasion like this. Mr. Ellett was always willing to recognize the justice of the views of those who thought with him (Mr. Rubinstein), and at the same time to try and fit those views in with the views of the Council. He did not want to wreck the present Bill for a moment, and he did not think the resolution would have anything like that effect. He suggested that the Council should say in what form they would wish him to modify his resolution, so that it should not go forward that the society had any sympathy with the system of compulsory registration.

Sir HOMEWOOD CRAWFORD said he should like to make a suggestion to Mr. Rubinstein. Mr. Rubinstein said he did not want it to go forth that the society was in favour of registration. If the meeting did not vote on the motion that would not go forth. If they did, and defeated it, that would be falling into the very hole Mr. Rubinstein wanted to avoid. He suggested that Mr. Rubinstein should withdraw the motion.

Mr. RUBINSTEIN said that if that was a suggestion made from the Council he did not want to force the matter. He might take the liberty of saying that he would himself communicate with the Lord Chancellor.

The PRESIDENT said he thought the meeting were much indebted to Mr. Rubinstein for withdrawing the resolution.

WOMEN AS SOLICITORS.

The following notice appeared on the paper of business:—"Mr. H. P. Gisborne will move: 'That this society would welcome the removal of any existing disabilities which prevent women being admitted as solicitors.'"

The PRESIDENT said that Mr. Gisborne had withdrawn the notice of motion.

Mr. BRINSLEY HARPER asked what was the attitude of the Council with regard to the Bill now before Parliament dealing with the subject?

The PRESIDENT: The attitude the Council propose to take on the second reading of the Bill is to oppose it.

COUNSEL'S FEES.

The following notice appeared on the paper of business:—"Mr. F. Brinsley Harper will move: 'That, in case of the failure of the negotiations between the Law Society and the Bar Council (which this meeting would regret), the Council do, in the interest of the public, take all necessary steps to get altered the existing rule of practice that the fees payable to junior counsel must necessarily be in all cases from three-fifths to two-thirds of the fees payable to the leading counsel.'"

The PRESIDENT said that the Council had only that morning received a communication from the Bar Council to the effect that they have made large concessions, and he hoped that the action taken might prove satisfactory, but the Council had not yet been able to consider the Bar Council's communication fully. It was proposed that that communication should be referred to a committee and reported upon to the Council, and the report, if adopted, would then be made known to the members of the Society and they would have an opportunity of discussing the question. In the meantime, as Mr. Brinsley Harper's motion was conditional upon the negotiations having fallen through, which was very far from being the case, for the Bar Council had met the Council with the greatest courtesy and consideration in the matter, he thought the subject could not be further discussed at that meeting. He shounld like to say that the Bar Council did not recognize the right of barrister's clerks to claim that the fees on briefs delivered to the plaintiff must be the same as those delivered to the defendant, and *vice versâ*. Where counsel had accepted a fee on a brief, the solicitor should decline to increase or diminish it owing to an increase or diminution of the fees marked by the other side. He thought he ought to make that announcement. The communication from the Bar Council was of a friendly and conciliatory nature, and the Council would report upon it as soon as possible.

TAXATION OF COSTS.

The following notice stood on the paper of business:—"Mr. E. A. Bell (London) will move: 'That having regard to the changes in "practice" that have been and are now being effected with the view of minimising the "expense and delay" in litigation, the Council be and is now instructed to appoint a committtee for the purpose of considering and reporting to this society upon the desirability of recommending the institution of a new practice in connection with the taxation of costs in contentious matters, under which it shall be optional for a solicitor to elect, in lieu of a detailed bill of costs, to deliver a statement of his professional services rendered without details, together with a schedule of his disbursements for adjustment and assessment by the taxing master.'"

The PRESIDENT said that Mr. Bell had written to him to say that he was unavoidably absent, but that he hoped to bring up his resolution at the next general meeting.

Mr. FORD moved a vote of thanks to the President, and the proceedings terminated.

United Law Society.

A meeting of the above society was held on Monday, 30th of March, at 3, King's Bench-walk, Temple, E.C. Mr. G. L. Higgins moved: "That the case of *Walters* v. *W. H. Smith & Son (Limited)* (1914, 1 K. B. 595) was wrongly decided." Mr. T. Hynes opposed. The following gentlemen also spoke: Messrs. Morden, C. P. Blackwell, and T. Jamieson. The motion was lost by seven votes.

A meeting of the above society was held on Monday, 6th of April, at 3, King's Bench-walk, Temple, E.C. Mr. Mitchel Dawson moved:—"That the case of *Thomas Gabriel & Sons* v. *Churchill & Son* (1914, 1 K. B. 449) was wrongly decided." Mr. Wilfred Evill opposed. The following gentlemen also spoke:—Messrs. Morden, G. L. Higgins, and E. S. Cox Sinclair. The motion was lost by seven votes.

The monthly summary for March, issued last week at the Estate Exchange, reveals a substantial advance in the amount of sales, the gain on the month in comparison with March, 1913, approaching £100,000. The figures are as follows:—

	March, 1913.	March, 1914.
	£	£
The Mart	127,853	223,959
London and Country	76,155	68,611
Private Contract	105,510	148,225
	£309,518	£440,795

Women and the Law.

The Customs of the Inns of Court.

The following letter from Sir Henry B. Poland, K.C., appeared in the *Times* of the 4th inst. :—There seems to be some misapprehension on this subject which it is desirable to clear up. A woman cannot be called to the bar. This is the law of the land, and does not depend upon the regulations made by the Inns of Court. The custom for centuries makes the law. Even if all the four Inns agreed to call women to the bar it would be illegal. The power of calling persons to the bar has been delegated to the benchers by the judges, and the judges have never delegated to them the power to call women to the bar. In April, 1903, Miss Bertha Cave applied to the Benchers of Gray's Inn to be admitted as a student so that she might keep her terms, and be called to the bar. The benchers declined to admit her as a student, and she thereupon appealed against their decision to the visitors of the inn—in this case the Lord Chancellor, the Lord Chief Justice of England, and five other judges, viz., Kennedy, Wright, Walton, Farwell and Joyce, who upheld the decision of the benchers. The Lord Chancellor said that : "There was no precedent for ladies being called to the English bar, and the tribunal were unwilling to create such a precedent." See the *Times* of 3rd December, 1903. In "The Laws of England," edited by the Earl of Halsbury, the two learned persons who wrote the article entitled "Barristers" state that "no woman can be admitted a student of an Inn of Court." It therefore follows that if ladies are to be qualified to be called to the bar the law must be altered by an Act of Parliament in the same way as it is proposed by the Bill now before Parliament to qualify women to practice as solicitors.

Legal News.

Changes in Partnerships.

Dissolutions.

ALAN MACKINNON MAYOW FORBES, HARRY AMBROSE PHILIP HATTEN, and HARRY EDWARD MCLEAN, solicitors (Forbes, Hatten & McLean), 8, Queen-street, Cheapside, E.C. Dec. 31, 1913.

FREDERICK ARTHUR SARJEANT and WILLIAM KINGSLEY GOSLING, solicitors (Sarjeant & Gosling), Reading. March 31.

[*Gazette*, April 3.

General.

The Exchange Telegraph Company is informed that Lord Justice Vaughan Williams, who is still in Brighton, is quite restored to his customary health, and will resume his duties in the Appeal Court after the Easter holidays.

The King has been pleased by Warrant under the Royal Sign Manual, bearing date the 2nd instant, to appoint Sir Herbert Smalley, M.D., to be one of the Commissioners under the Prison Act, 1877. Sir Herbert Smalley was born in 1851 and is an M.D. of Durham. He has been Medical Inspector of Local Prisons and Superintendent Officer of Convict Prisons since 1897.

In the House of Commons, on Monday, Mr. Goulding asked whether, in view of the declared intention of the Government to proceed with the Plural Voting Bill during the present Parliament, it was proposed to establish a boundary commission, representing all parties, or to take any other action for the purpose of remedying the inequalities caused by the present distribution of seats, simultaneously with the passing of the Bill. Mr. H. Samuel : The matter is receiving the attention of the Government, but I am not at present in a position to make a statement with regard to it.

Before the Recorder of Dublin, on the 26th ult., says the *Times*, a man named Frederick Edwardes, who had described himself as an officer in the Indian Army, pleaded "Guilty" to having defrauded a firm of solicitors in Dublin and other persons of sums of money amounting to £600. He pretended that he was entitled to a bequest of £16,000 under the will of his mother, who, he said, had died in Bournemouth. The police stated that they had failed to find Edwardes's name in the Army List. The Recorder, who said that Edwardes was evidently a man of some education, sentenced him to three years' penal servitude.

Mr. Cecil Chapman, the Tower Bridge stipendiary, delivered a lecture on "The Extension of Divorce and Morality" at a meeting of the Kensington branch of the Women's Social and Political Union at the Royal Palace Hotel, on the 26th ult. He contended that the greater the freedom the greater was the chance of morality in a nation. There was no country in the world, except those which were governed by Roman Catholics, where divorce had not been admitted as a necessity of human nature. In advocating the extension of the divorce law he was not advocating an extension of licentiousness. One of the most wicked things in the world was the treatment meted out to innocent persons who had been divorced. If the separations which were now allowed led to immoral relations and great unhappiness among the poor, it was their duty as religious persons to get rid of that state of things and enable fresh relations of a moral kind to be made.

Discussing the programme for the next Hague Conference, the committee under Baron Taube (says the St. Petersburg correspondent of the *Times*) has decided not to raise the question of disarmament, on the ground that it would be premature.

Sir Sydney Olivier, Permanent Secretary of the Board of Agriculture, speaking at the annual meeting of the Humanitarian League on the 2nd inst. at the Westminster Palace Hotel, criticised the present administration of the criminal law, especially with reference to the treatment of militant suffragists. He said it was simple to declare that these people were law-breakers and that they should be treated as such, but the fact was that, as soon as a class of persons for whom the methods of criminal administration were not devised came under it, the common-sense of the community revolted against it, and departures had to be made from the rules. The criminal law was an absurdity as applied to persons who came under it nominally as criminals, but really as political reformers.

Lord Howard de Walden, says the *Times*, has sold a portion of his London estates; the part sold is bounded on the east by Regent's Park and Primrose Hill, cutting like a wedge into the latter, which would otherwise have been a continuation of the park. Albert-road, running parallel with Regent's Canal, along the northern edge of the park, forms the southern boundary of the property, to a point near St. John's Wood-road Station. He has sent to the *Times* the following statement of the transaction :—Mr. S. P. Derbyshire, of Nottingham, has taken a temporary tenancy of certain property in Frederick-street and Eamont-street on Lord Howard de Walden's Regent's Park estate, the old tenancies of which have just expired, and arrangements have been completed for the acquisition by Mr. Derbyshire from Lord Howard de Walden of his lordship's Regent's Park estate for about £500,000. The estate is on the north side of Regent's Park, and is situated between High-street and Primrose Hill.

Before Judge Atherley Jones, Robert Hammond, thirty-nine, engineer, was indicted on the 26th ult. for conspiring with others to defraud people who dealt with him in the buying and selling of stocks and shares and obtaining money from them by false pretences. He pleaded "Not Guilty." The prisoner was said to have issued circulars offering shares in industrial companies at attractive prices. He obtained various sum of money, but never delivered any shares. Hammond, who declared that he was only a servant in the business at a salary of 25s. a week, was found guilty. Evidence was called to show that the prisoner had been an associate of men who had been convicted at that court for similar offences. The judge said that evidence as to a prisoner's antecedents was generally mere gossip. It was an evil practice which had grown up at that court to call police officers to give a lot of information about a prisoner's antecedents. What a police officer should do was to give the court any help to treat a prisoner with leniency. Sentence of fifteen months' imprisonment, with hard labour, was passed.

In the House of Commons last week Mr. Barnes asked the Secretary of State for Foreign Affairs whether he could publish the correspondence with the United States in respect to The Hague Conference, and whether he could make any further declaration of the intention of the Foreign Office *re* representation of organized labour on the National Committee? Mr. Acland : As regards the first part of this question, it would not be convenient nor in accordance with the usual practice to publish an incomplete correspondence while negotiations on the subject are still pending. As regards the second part, I will show the hon. member the list of the subjects which will be discussed by our committee, and will consider with him how best to secure full consideration for the views of those whom he represents upon them. But the responsibility for formulating policy upon these subjects must rest solely upon his Majesty's Government, as it must do in all matters of policy, and the British delegation will consist of experts in the questions of international law that come before the Conference, and will have no political representation upon it.

The Corporation of Glasgow have resolved to issue £1,500,000 of Glasgow Corporation Redeemable Stock to bear interest at 3½ per cent. per annum. The price of issue will be par.

The Property Mart.

Forthcoming Auction Sales.

April 21.—Messrs. Hampton & Sons, in conjunction with Messrs. T. D. & A. R. Peachy, at the Mart, at 2: Freehold Residence (see advertisement, back page, April 4).

April 29.—Messrs. Hampton & Sons, at the Mart, at 2: Freehold Residence see advertisement, back page, April 4).

Winding-up Notices.

JOINT STOCK COMPANIES.

Limited in Chancery.

London Gazette.—Friday, April 3.

A. A. Rupprecht & Co, Ltd.—Creditors are required on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Charles Osborn, 66, Mark ln, liquidator.

Cardiff Smokeless Fuel Co, Ltd.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. Illtyd Jarrett David, 7, Bute crescent, Cardiff, liquidator.

Cefnstylle Colliery Co, Ltd.—Creditors are required forthwith, to send their names and addresses, and the particulars of their debts or claims, to Samuel Watkinson, Bree chmbrs, Murray st, Llanelly, liquidator.

Karaka Mines Ltd.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alfred Ernest Wright, 535, Salisbury h use, London Wall, liquidator.

Liverpool Oilseed Crushing Co, Ltd.—Creditors are required, on or before April 9, to send their names and addresses, with particulars of their debts or claims, to Frederick Hilditch, Brown s bldgs, Exchange, Liverpool, liquidator.

Newfoundland Oilfields, Ltd. (In Liquidation).—Creditors are required, on or before May 4, to send their names and addresses, and particulars of their debts or claims, to H. Read Smith, liquidator.

Thomas Tyrer (Manchester), Ltd.—Creditors are required, on or before May 1, to send their names and addresses, and particulars of their debts or claims, to Joseph Edward Pilkington, 100, King st, Manchester, liquidator.

JOINT STOCK COMPANIES.

Limited in Chancery.

London Gazette.—Tuesday, April 7,

Ascanio Puck and Co. Ltd.—Creditors are required, forthwith to send their names and addresses, and the particulars of their debts or claims, to Mr. Walter Boniface, 2, Clement's inn, liquidator

Blanchards (London) Ltd.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Henry Charles Bound, 61 and 62 Lincoln's Inn fields, W.C., liquidator.

Brinscall Manufacturing Co. Ltd.—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims to Roger Duxbury, 8, Maple st, Great Harwood, liquidator

Exporters and Importers, Ltd.—Creditors are required, on or before May 18, to send their names and addresses, and particulars of their debts or claims, to H. Nisbet Price, 467-9, Birkbeck chmbrs, High Holborn, liquidator.

Fosh Piano Co, Ltd.—Creditors are required on or before April 20, to send in their names and addresses, with particulars of their debts or claims, to William John Fosh, 364, High rd, Leyton, Essex, liquidator.

H. Walters & Co, Ltd.—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to Arthur Perry, Cannon st, Birmingham, liquidator.

London Association of Veterans and Garibaldians, Ltd.—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to Luigi Ricci 38, Conduit st, liquidator.

"Priestfield" Steamship Co, Ltd. (In Voluntary Liquidation).—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims to James Arnott Sisson, 13, Grey st, Newcastle upon Tyne, liquidator.

R. L. Hunt, Ltd.—Creditors are required on or before May 2 to send their names and addresses and the particulars of their debts or claims, to Ernest Tritschler Kerr, 95, Colmore rd, Birmingham, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—Tuesday, Mar. 31.

Thompson and Fryers, Ltd.
Goldy Stopper Co, Ltd.
Harrison and Sons, Ltd.
Wm. Beckworth & Sons, Ltd.
Ryland Louis, Ltd.
Emergency Coal Co (Robertown), Ltd.
Leighton's Bazaar, Ltd.
The International Produce Association, Ltd.
Delcourt, Ltd.
The Portland Light Car, Co, Ltd.
Moore Bros (Notts), Ltd.
Electrometer Equipment Co, Ltd.
C.G.E. Syndicate, Ltd.
J. C. Gugenheimer & Co, Ltd.
Manchu Steamship, Co, Ltd.
"B" Investment Co, Ltd.
Anchor Savings and Investment Corporation, Ltd.
Thorne Fifty Pounds Money Club, Ltd.
British Columbia Gold Discovery Co, Ltd.
British Union Oil Co, Ltd.
G. I. R., Ltd.
Press Bros. Stores, Ltd.
Leeds Cloth Hall Restaurant, Ltd.
Arcus & Co, Ltd.
Dovenby Rubber Estates, Ltd.
Anglo Celtic Correspondence Schools, Ltd.

London Gazette—Friday, April 3.

Cromey Hawke & Worssam, Ltd.
Lama Film Producing Co, Ltd.
Great Lucknow Consols (Napoleon), Ltd.
Albert Road Empire (Farnworth), Ltd.
Henderson & Co, Confectioners, Ltd.
Max Gradden & Lawson. Ltd.
J. C. Lawrence & Co, Ltd.
Electromobile Co, Ltd.
Record Motor Co, Ltd.
George Nicholson, Ltd.
Umbra Syndicate, Ltd.
T. Wild, Son, & Co, Ltd.
Canadian and Empire Investment Trust, Ltd.
The Premier Produce and Trading Co, Ltd.
The Dwarf Gold Mining Co, Ltd.
George Shand, Ltd.
The Knightsbridge Picture Playhouse, Ltd.
A. A. Rupprecht & Co, Ltd.
Harries, Harrison & Co, Ltd.
United Kingdom Property Owners' Stores, Ltd.
Newfoundland Oilfields, Ltd.
Phœnix Mill Ltd.
Brynafan Colliery Co, Ltd.
Blanchards (London) Ltd.
Hargreaves, Maden and Ireland, Ltd.
Hargreaves, Maden and Ireland (Derby) Ltd.

London Gazette.—Tuesday, April 7.

The Fosh Piano Co, Ltd.
The Franco-Norwegian Produce Co, Ltd.
Hotel Victoria (New Brighton), Ltd.
Ascanio Puck & Co. Ltd.
Pantomime Productions, Ltd.
The C.F.O.M. Syndicate, Ltd.
The Cornish Smallware Co, Ltd.
Wm. Thompson & Co, Ltd.
Midland and General Publicity Co, Ltd.
Ashanti Rivers and Concessions, Ltd.
Gillett Street Engineering Co (Preston) Ltd
Ball, Beavon & Co, Ltd.
Peppercorn Bros., Ltd.
Lambhirst Mills, Ltd.

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Friday, March 20.

Baylis, George, Earl's Court rd, Builder. April 30. Cornell v. Nash, Warrington, J. Bird, Serjeant s inn, Temple.

London Gazette.—Friday, March 27.

Hawkins, Richard, New Oxford st, Cloth Finisher. May 19. Hawkins v. Argent Neville and Astbury, J J. Taylor, New sq, Lincoln's inn.

Montagu, Nigel, Maidenhead. May 6. Fross and Others v. Montagu. Joyce, J. Griffiths, Bedford row.

London Gazette—Tuesday, March 31.

Brown, Frederick Henry, Park lane Tottenham. April 29 Coote & Warren (Ltd.) v. Brown, Judge in Chambers, Room No, 252, Royal Courts of Justice. Fairbairn, Finsbury sq.

Ray, Percy Charles, Bognor, Sussex, Solicitor. May 15. Charles Stevens (Ltd.) v. Ray, Astbury, J. Levi. Ironmonger lane.

London Gazette—Tuesday, April 7.

Kendall, Alfred Haller, High rd, Chiswick, Surveyor and Builder May 4. Rundle v. Kendall and Others, Eve, J. Hart, Chancery lane.

Spartali, Michael, Svankiln, Isle of Wight. May 1. Coray v. Bride, Warrington, J. Bruce, Bilnter sq.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazett—Friday, March 27.

Anidjah, Solomon, High rd, Balham May 9 Gordon, Golden sq, Regent st
Banning, Betsy, Pewsea, Wilts April 30 Worden & Ashington, Southport
Bedford, Caroline, Palace Gardens ter April 25 Monier Williams & Co, Great Tower st
Bogg, Elmer, Scarborough May 9 Medley & Co, Scarborough
Booth, Thomas Alfred, Newton cum Larton, Cheshire, Farmer April 29 Woolcott & Co, West Kirby
Bereham, Eliza Amelia, Upton Park, Essex April 20 Snow & Co, Great St Thomas Apostle
Bradley, Agnes, Leyland, Lancs April 18 Maxted & Co, Lancaster
Brooks, Henry Francis, Finchley, Timber Merchant April 30 Ward & Son, Hastings House, Norfolk st.
Bullock, Susannah Maria, Worcester April 27 Beauchamp & Gallaher, Worcester
Carnall, Edward, Walsall May 9 Evans & Son, Walsall
Chambers, Frances Louisa, Torquay April 30 Paice & Cross, Clement's Inn
Comberbach, John Proud, Great Yarmouth April 7 Ferrier & Ferrier, Great Yarmouth
Cooper, Edith Emma, Richmond, Surrey May 15 Salter & Lees, Great St Helen's
Coppinger, Thomas George, St Martin's le Grand, Licensed Victualler May 1 Lindus & Hortin, Trump st, King st
Cox, Matilda, Hadleigh, Essex April 27 Sedgwick & Co, Watford
Croft, Mary Helen, Kingston upon Hull May 1 Payne & Payne, Hull
Davisson, James, Folkestone April 15 Barnes, Moorgate st
Dobson, Elizabeth, Warrington April 30 Davies & Co, Warrington
Dew, Daniel, Habergham Eaves, Lancs May 9 Corbett & Co, Manchester
Driver, Elizabeth, Keighley April 3 Crouth, Keighley
Dunn, William Hall, South Shields, Plumber May 1 Wheldon, South Shields
Erskine, Rt Hon William Macnaghton, Baron, Spratton Hall, Northampton May 1 Pennington & Son Lincoln's Inn fields
Field, John William, Dorking, Surrey April 25 Monier-Williams & Co, Great Tower st
Fletcher, Henry, Long Eaton, Derby April 30 Hooton, Nottingham
Froggatt, Mary, Derby, May 2 Jones & Middleton, Chesterfield
Goodliffe, William Frederic, Bournemouth April 28 Preston & Francis, Bournemouth
Gore, Frances Emma, Ospringe, Kent April 30 Ramsden & Co, Gracechurch st
Hack, Eleanor Bailey, Chiswick April 25 Meredith & Mills, New sq
Harsant, Joseph George, Bournemouth April 28 Preston & Francis, Bournemouth
Heap, Anne, Great Ouseburn, York's May 14 Dale, Knaresborough
Hick, Allan, Wath upon Dearne, Yorks, Chemist May 1 Nicholson & Co, Wath upon Dearne
Hick, Mary, Wath upon Dearne, Yorks May 1 Nicholson & Co, Wath upon Dearne
Humphreys, Mary Eleanor, Cheetham Hill, Manchester April 25 Lancashire & Co, Manchester
Jackson, Sarah, Leeds, Dressmaker May 6 Denison, Leeds
Jones, Alexander, Camden rd May 9 Harris & Co, Finsbury sq
Lewis, Sarah Ann, Landor rd, Stockwell April 15 Barnes, Moorgate st
Lloyd, George Herbert, Eastbourne May 18 Pinsent & Co, Birmingham
Long, Edwin, College cres, Hampstead, Umbrella Manufacturer May 30 Chester & Co, Bedford row
Lowther, John, Newcastle on Tyne April 28 Beckton, Carlisle
Macdonald, Julia, South st, Park la May 8 Elkin & Henriques, Salters' Hall ct, Cannon st
Maclean, Hugh William, Weymouth April 28 Preston & Francis, Bournemouth
Marck, Albert George, Southampton April 26 Emanuel, Southampton
Matthews, William Phillips, Ealing, Middlx June 1 Pilley & Mitchell, Bedford row
Muddyman, Alfred, Kings Heath, Birmingham June 24 Rigby & Co, Birmingham
Pape, Robert, Beverley Yorks, Stonemason May 1 Payn & Payne, Hull
Prar on, Julia Edith, Worthing April 30 Rawle & Co, Bedford row
Pomeroy, Marion Viner, Southend on Sea April 21 Houghton & Co, Southend on Sea
Potter, Catherine, Albany st, St Pancras April 27 Jupp, Lime st
Reynolds, Arabella, Bournemouth April 28 Pres on & Francis, Bournemouth
Riley, James Arthur, Halifax, Gun Dealer May 2 Boocock & Son, Halifax
Robinson, Charles, Bradford, Dyer April 24 Farrar & Co, Bradford
Rollason, Emma, Birmingham April 30 Jeffery & Co, Birmingham
Saunders, Louis Maria Matilda, Croydon April 20 Booth, Croydon
Saunders, William, Dartmouth rd, Brondesbury April 24 Lowe & Co, Temple gdns
Sendall, James Barsham, Tasburgh, Norfolk, Draper April 24 Preston & Son, Norwich

SLEIGHTHOLME, HERBERT BILLIATT, Kirton in Lindsey, Lincs April 25 Taylor & Capes, Doncaster
SMART, FRANCIS GRAY, Tunbridge Wells April 30 Flux & Co, Great St Helens
TOFF, GERALD, Prince George rd, Stoke Newington, Diamond Broker April 30 Watkins & Co, South sq, Gray's inn
TULLOW, WILLIAM, Tarporley, Cheshire April 28 Cawley, Tarporley
TURBERVILLE, JOYCE, Linton, Hereford April 27 Langley Smith & Son, Gloucester
TURNER, GEORGE WILES, Upwell, Cumbridge May 25 Welchman & Dewing, Wisbech
TWEMLOW, SARAH JANE, Llandudno April 30 Barrow & Co, Manchester
WARREN, SARAH, Scarborough May 1 Birdsall & Co, Scarborough
WATSON, ARTHUR EDWARD, Newcastle upon Tyne, Architect April 27 Rhagg, Newcastle upon Tyne
WEBB, CHARLES, Sheringham, Norfolk, Stock Exchange Dealer April 30 Ramsden & Co, Gracechurch st
WELLINGHAM, ARTHUR, Beccles, Suffolk, Farmer April 25 Mills & Reeve, Norwich
WILSON, ELI, Bradford, Brush Manufacturer April 30 Rawnsley & Peacock, Bradford

London Gazette.—TUESDAY, Mar 31.

ALBERT, JULIUS OTTO, Tooting, Turf Commission Agent April 30 Burton & Son, Streatham High rd
BARRACLOUGH, ELLEN, Bradford May 1 Farrar & Co, Bradford
BRADBURY, MARY, Newport, Mon May 1 Dauncey & Sons, Newport, Mon
BURT, HENRY WEEKS, Swanage, Dorset April 30 Slade & Son, Swanage
CASTLEDINE, WILLIAM, Writtle, Essex, Veterinary Surgeon April 23 Hilliard & Ward, Chelmsford
CHITTENDEN, EDMUND BARROW, West Malling, Kent April 16 Brennan & Brennan, Maidstone
COOKSON, FREDERICK THOMAS, Dartmouth Park hl May 4 Mann & Crimp, Essex st
CROXTON, FRANCES ANN, Benson, Oxford April 30 Hobson & Co, Redditch
CUPITT, ROBERT, Sneinton, Nottingham, Coal Merchant April 20 Cheesman, Nottingham
DAND, JOHN TATE, Acklington, Northumberland, Farmer May 12 Webb, Morpeth
DINGLEY, LEONARD, Bournemouth May 1 Gem & Co, Birmingham
FERGUSON, JOHN, Chilworth, Surrey, CMG June 1 Carter & Swallow, Carey st
FOWLER, MARIA JANE, Barnet, Herts May 2 Smith & Co, John st, Bedford row
FREEBOROUGH, BENJAMIN, Sheffield, Estate Agent May 16 Slater, Sheffield
GILLIAT, LOUISA ANNE FANNY, Princes gate May 7 Hills & Co, Queen Anne's gate Westminster
GOODMAN, PERCY, Bath April 20 Wynne, Bath
GREENHALGH, MARTHA ELLEN, Bolton May 25 Houstoun, Duchy of Lancaster Office
HARDY, THOMAS, Long Eaton, Derby, Lace Manufacturer April 9 Williams, Long Eaton
HARTLEY, SARAH ANN, Manchester April 30 Minor & Co, Manchester
HARVEY, JOHN, Bamburgh, Northumberland, Farmer May 12 Wm & B Whitehead, Berwick upon Tweed
HEWITT, MARIA JANE, South Shields May 13 Newlands & Newlands, South Shields
HOWARD, THEODORE, Bickley, Kent May 2 Greenip & Co, Tunbridge Wells
HUNT, ANNIE, Duffield, Derby April 30 Moore, Derby
HUNTINGTON, ROBERT, Quernmore, Lancs, Joiner April 18 Maxsted & Co, Lancaster
HURD, FRANCIS JOHN, Bristol April 27 Perham & Sons, Bristol
KERSHAW, JOHN CLIFFORD, Torquay May 5 J & E Whitworth, Manchester
KIRBY, ELLEN BARKER, Richmond, Surrey June 1 Newman & Bond, Barnsley
LUKIE, MARY ANN, Dorking May 8 Hilder & Co, Jermyn st
MARTIN, ELIZABETH, Eton, Northampton April 30 Phipps, Northampton
MASON, CHARLES WILLIAM, Liverpool, Car Proprietor May 18 Banks & Co, Liverpool
MAY, PHILIP, Osney cres, Kentish Town April 30 J H & J Y Johnson, Lincoln's inn fields
MICHELL, JAMES ALFRED, JP, Devonshire pl May 11 Greenwell & Co, Berne s st
MIREHOUSE, JOHN, Lowewater, Cumberland May 11 Toulmin & Co, Liverpool
MOORE, WILLIAM JAMES RENDALL, Southend on Sea, Solicitor May 2 Millar & Co, Basinghall st
OLIVER, EMMA ANN, Gunter grove, Chelsea May 1 Sanders, Lincoln's inn fields
PEACOCK, ROGER, Seaforth, Lancs May 7 Holden & Co, Liverpool
PLATT, HERBERT EDWYN, Porchester sq, Bayswater May 4 Stephenson & Co, Lombard st
RIPLEY, JAMES, Hayfield, Derby, Farmer April 30 Boardman & Barritt, Manchester
ROBINSON, ARTHUR, New Malden, Surrey May 5 Dinn & Son, Gresham bldgs
ROWE, FREDERICK HENRY WING, Little Queen st, Marylebone May 7 Jackson, Farnham
SALKELD, ALICE, Shortlands, Kent April 30 Reed & Reed, Guildhall chmbrs, Basinghall st
SAVAGE, CATHERINE, Tunbridge Wells April 28 Bretherton & Murton-Neale, Tunbridge Wells
SIMON, ELLEN JANE, Bigrigg, Egremont, Cumberland May 5 Suter, Liverpool
SMITH, MARY ANN, Dore, Derby May 2 Branson & Son, Sheffield
STOKES, THOMAS WILLIAM, Birmingham May 1 Gem & Co, Birmingham
STREET, IRWIN BRIDLE, Chelmsford April 23 Hilliard & Ward, Chelmsford
STRICKLAND, ALGERNON AUGUSTINE DE LILLE, Tewkesbury May 1 Tylee & Co, Essex st, Strand
SUMMERS, HENRY ALBERT, Loughton, Essex May 23 Rydon, Cornhill
SWALLOW, JAMES DODD, Clarence rd, Clapham Park, MD June 1 Carter & Swallow, Carey st
TYRRELL, ANNIE SARLL, Folkestone May 1 Haines, Folkestone
WATSON, JAMES, and MARTHA ELIZABETH WATSON, Ramsgate and Folkestone respectively April 25 Stenning & Co, Tonbridge
WEEKES, BARTHOLOMEW, Holland Park av, Solicitor April 30 Mosely, Thread needle st
WIENCKE, DIETRICH MENO LEOPOLD, Newcastle upon Tyne May 12 Wilkinson & Marshall, Newcastle upon Tyne
WILLIAMSON, JULIAN HUMPHREY KENDALL, Ripon May 7 Hills & Co, Queen Anne's gate

Bankruptcy Notices.

London Gazette.—TUESDAY, March 27.

FIRST MEETINGS.

ACKROYD, JOSEPH, Bradford, Fish Salesman April 4 at 11.30 Off Rec, 12, Duke st, Bradford
ALTY, ROBERT, Anfield, Liverpool, Fruiterer April 7 at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
BORG, WILLIAM THOMAS, Cromer st, Gray's inn rd April 6 at 12 Bankruptcy bldgs, Carey st
BOTTOMLEY, BENJAMIN HARGREAVES, Bradford, Labourer April 6 at 11 Off Rec, 12, Duke st, Bradford
BROOKS, JOSEPH HENRY, Gelli Ystrad, Glam, Pipe Fitter April 6 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
BURNE, JONATHAN, Kirkby Thore, Westmorland, Coal Merchant April 4 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
CARRASIC, JOHN, Liverpool, Tailor April 8 at at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
CORCORAN, CUTHBERT, Biradale, Southport, Nurseryman April 8 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
COX, GEORGE CHARLES, Lydney, Glos, Baker April 4 at 11 Off Rec, 144, Commercial st, Newport, Mon
DANKS, CHARLES, Battersea, Journalist April 6 at 11 Bankruptcy bldgs, Carey st
ELIAS, WILLIAM ALFRED, Liverpool, Barrister at Law April 7 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
FARMER, HAROLD HARDY, and FRANCIS HENRY CLARKE, Nottingham, Timber Merchants April 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
HARKNESS, JOSEPH ROBERT, Thornaby on Tees, Yorks, Draughtsman April 8 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
JEHU, JAMES DAVIES, Mark ln, Solicitor April 6 at 1 Bankruptcy bldgs, Carey st
KINGSTON, ARTHUR, Manchester, Advertising Agent April 6 at 3.30 Off Rec, Byrom st, Manchester
LAMBERT, ARTHUR, Bridlington, Draper April 7 at 4 Off Rec, 48, Westborough, Scarborough
LEARNED, PERCY, Piccadilly, Company Director April 7 at 12 Bankruptcy bldgs, Carey st
MCKIE, DAVID REED, South Shields, Grocer April 7 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
MILLER, CHARLES, Dorchester, General Dealer April 4 at 12.30 Off Rec, City chmbrs
MILNES, GEORGE BLAMIRES, Bradford, Draper April 4 at 11 Off Rec, 12, Duke st, Bradford
MOLLER, HENRY THEODORE, Levenshulme, Manchester, Insurance Official April 6 at 3 Off Rec, 19, Exchange st, Bolton
MOODY, FRANK, Salmons ln, Limehouse, Butcher April 7 at 11 Bankcuptcy bldgs, Carey st
MORGAN, JOHN THOMAS, Newport, Mon, Butcher April 6 at 11 Off Rec, 144, Commercial st, Newport, Mon
OLORENSHAW, THOMAS BLOXHAM, Wealdstone, Middlx, Grocer April 6 at 11 14, Bedford row
PIPER, HERBERT, Blythburgh, Walberswick, Miller April 4 at 1 Off Rec, 8, King st, Norwich
SHARPLES, JAMES HERBERT, Bolton, Joiner April 6 at 11 Off Rec, 19, Exchange st, Bolton
STREET, HENRY, Oldham, Motor Factor April 7 at 11.30 Off Rec, Greaves st, Oldham
TOWNSEND, JOHN BISHOP, Dunster April 6 at 3.15 8, Hammet st, Taunton
VASSAY, WALTER, Birbeck pl, West Dulwich, Grocer April 8 at 11 Bankruptcy bldgs, Carey st
VAUGHAN, LIZZIE ANN, Chester, Grocer April 4 at 11 30 Crypt chmbrs, Chester
WILLIAMS, FRANK CHARLES, Willesden Green, Butcher April 8 at 12 Bankruptcy bldgs, Carey st
WOOD, LOUISA, Dewsbury, Yorks April 4 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

ADJUDICATIONS.

ACKROYD, JOSEPH, Bradford, Fruit Salesman Bradford Pet Mar 23 Ord Mar 23
BOLTON, MARY, Oxford Oxford Pet Mar 14 Ord Mar 24
BOTTOMLEY, BENJIMAN HARGREAVES, Bradford, Joiner's Labourer Bradford Pet Mar 24 Ord Mar 24
BRASSINGTON, MATTHEW, Ashton under Lyne, Salt Dealer Ashton under Lyne Pet Mar 4 Ord Mar 23
BROOK, NAYLOR, Morley, Yorks, Hosier Dewsbury Pet Mar 25 Ord Mar 25
BROOKS, JOSEPH HENRY, Gelli Ystrad, Glam, Pipe Fitter Pontypridd Pet Mar 23 Ord Mar 23
COATES, WILLIAM HENRY, Salford, Lancs, Chauffeur Salford Pet Mar 25 Ord Mar 25
COTIN, CHARLES CLEMENT, Denmark st, Charing Cross rd, Ornamental Hair Manufacturer High Court Pet Feb 4 Ord Mar 24
DUPEARE, J M G MAX, Great Newport st, Commission Agent High Court Pet Jan 29 Ord Mar 24
FOLKARD, NOAH, Scarborough, Tailor Scarborough Pet Mar 16 Ord Mar 24
GARFORTH, BETTY, and BERTHA WHITEHEAD, Manchester Manchester Pet Mar 5 Ord Mar 25
GILLISON, HARRY, Hightown, Manchester, Pawnbroker Salford Pet Mar 23 Ord Mar 23
HARRIS, WILLIAM, and STEPHEN HARRIS, Nash, Bucks, Grocers Banbury Pet Mar 25 Ord Mar 25
HUDSTON, JOHN, Chilwell, Notts, Lace Manufacturer Nottingh m Pet Mar 25 Ord Mar 25
HUMPHREYS, LEWIS, Newtown, Mongomery, Baker Newtown Pet Mar 25 Ord Mar 25
JONES, WILLIAM, Penyrheol, nr Gorseinon, Collier Swansea Pet Mar 24 Ord Mar 25
LAMBERT, ARTHUR, Bridlington, Draper Scarborough Pet Mar 24 Ord Mar 24
LINES, FRANK, Fleur de Lis, Mon, Baker Tredegar Pet Mar 9 Ord Mar 25
MAGEE, WILLIAM, Bath, Restaurant Manager Bath Pet Mar 23 Ord Mar 23
MASKERY, WILLIAM, Erdington, Warwick, Machine Painter Birmingham Pet Mar 24 Ord Mar 24
MCKIE, DAVID REED, Harton, near South Shields, Grocer Newcastle upon Tyne Pet Mar 23 Ord Mar 23
MILLER, CHARLES, Dorchester, General Dealer Dorchester Pet Mar 23 Ord Mar 23
MILNES, GEORGE BLAMIRES, Bradford, Draper Bradford Pet Mar 23 Ord Mar 23
OLORENSHAW, THOMAS, Wealdstone, Middlx, Grocer St Albans Pet Feb 27 Ord Mar 24
PALETHORPE, HENRY JOHN, Leeds, Solicitor Leeds Pet Mar 4 Ord Mar 23
POWELL, GEORGE SPARKES, Stroud, Glos, Baker Gloucester Pet Mar 23 Ord Mar 23
SAVAGE, ALICE, Swaffham, Norfolk King's Lynn Pet Mar 23 Ord Mar 23
THOMPSON, CHARLES, Leicester Leicester Pet Mar 23 Ord Mar 23
VASSAY, WALTER, Birkbeck pl, West Dulwich, Grocer High Court Pet Mar 24 Ord Mar 24
WEEDALL, JOHN WILLIAM, Winsford, Cheshire, Painter and Decorator Nantwich Pet Mar 25 Ord Mar 25
WILLIAMS, FRANK CHARLES, Willesden Green, Butcher High Court Pet Mar 23 Ord Mar 23
WILLIAMS, ROBERT ERNEST, Southport, Journeyman Painter Liverpool Pet Mar 23 Ord Mar 23
WOOD, LOUISA, Dewsbury, Yorks Dewsbury Pet Mar 24 Ord Mar 24
WOODHOUSE, HARRY, Fareham, Hants, Butcher Portsmouth Pet Mar 24 Ord Mar 24

Amended Noticesubstituted for that published in the London Gazette of Mar 24

CARRASIC, JOHN, known as JOHN JACKS, Liverpool Tailor Liverpool Pet Mar 21 Ord Mar 21

London Gazette.—TUESDAY, March 31.

RECEIVING ORDERS.

BINNES, MARK, Manchester, Furniture Dealer Manchester Pet Feb 12 Ord Mar 26
CLARKE, ROBERT BARLOW, Barnoldswick, Yorks Cotton Cloth Manufacturer Bradford Pet Mar 26 Ord Mar 26
DAVIES, ANNIE OWEN, Llandudno Bangor Pet Mar 27 Ord Mar 27
DENNITH, CHARLES FINLOW, Crewe, Joiner Nantwich Pet Mar 28 Ord Mar 28
EDWARDS, DAVID, Neath, Fish Merchant Neath Pet Mar 28 Ord Mar 28
EVANS, FRANK, Maesteg, Glam, Butcher Cardiff Pet Mar 9 Ord Mar 24
GREEN, OSWALD, Leeds, Automobile Engineer Leeds Pet Feb 24 Ord Mar 27
HEYCOCK, CHRISTOPHER REES, Blaengarw, Glam, Master Painter Cardiff Pet Mar 27 Ord Mar 27
HILLS, ELLEN MARY, Cromwell rd, Queen's Gate High Court Pet Feb 12 Ord Mar 27
JOSEY, JOHN, Slough, Bucks, Baker Windsor Pet Mar 27 Ord Mar 27
JOY, JULIA ELIZABETH, Neath Neath Pet Mar 27 Ord Mar 27
MANSELL, W J, Chudleigh rd, Crofton Park, Bookbinder High Court Pet Feb 27 Ord Mar 25
MILNES, ANN, and JOHN MILNES, Cowesby, nr Thirsk, Yorks, Farmers Northallerton Pet Mar 26 Ord Mar 26
MILNES, GEORGE, William thorpe, nr Chesterfield, Farmer Chesterfield Pet Mar 28 Ord Mar 28
NEED, THOMAS EDWARD, Gloucester, Farmer Gloucester Pet Mar 28 Ord Mar 28
OLIPHANT, HARRY DUNCAN, Holmewood gdns, Brixton hill, Matster's Manager Wandsworth Pet Mar 27 Ord Mar 27
PEARSON, WILLIAM, Leeds, Tobacconist, Leeds Pet Mar 26 Ord Mar 26
PEDDER, EDWARD J, Lynmouth, Devon, Barnstaple Pet Feb 14 Ord Mar 27
PENN, HAROLD DUNSTAN, Dorking, Surrey, Cigarette Manufacturer High Court Pet Mar 2 Ord Mar 28
READ, CHARLES EDWIN, Hythe, Kent, Gardener Canterbury Pet Mar 27 Ord Mar 27
SALISBURY, WILLIAM, Birmingham, Baker Birmingham Pet Mar 24 Ord Mar 28
SHILLAKER, LEWIS WILLIAM, Nottingham, Grocer, Nottingham Pet Mar 28 Ord Mar 28
SMITH, GEORGE THOMAS, Brighton, Leather Seller Brighton Pet Mar 27 Ord Mar 27
THUDICHUM, GEORGE DUPRE, Paignton, Boarding House Keeper Exeter Pet Mar 27 Ord Mar 27
WINEGARTEN and SCHACKMAN, Bishopsgate, Wholesale Manufacturing Furriers High Court Pet Mar 4 Ord Mar 26
WOODHAM, JOHN, Selborne, Alton, Hants Winchester Pet Mar 28 Ord Mar 28

Amended Notices substituted for those published in the London Gazette of Mar 27:

BORG, WILLIAM THOMAS, Cromer st, Grays Inn rd High Court Pet Mar 2 Ord Mar 23
MASKERY, WILLIAM, Erdington, Warwick Machine Painter Birmingham Pet Mar 24 Ord Mar 24

FIRST MEETINGS.

BROOK, NAYLOR, Morley Yorks, Hosier April 8 at 3 Off Rec, Bank chmbrs, Corporation st, Dewsbury
CLARKE, ROBERT BARLOW, Barnsdswick Yorks, Cotton Cloth Manufacturer April 9 at 11.30 Off Rec, Byrom st, Manchester
COATES, WILLIAM HENRY, Salford, Chauffeur April 9 at 3.30 Off Rec, Byrom st, Manchester
CORBETT, FRANK LESTER, Nailsea Somerset, Builder April 8 at 11.30 Off Rec, 26, Baldwin st, Bristol
FIELD, CHARLES EDWIN, Oulton Broad, Suffolk, Photographer April 8 at 4 Off Rec, 8, King st, Norwich
GARFORTH, BETTY, and BERTHA WHITEHEAD, Manchester April 8 at 3.30 Off Rec, Byrom st, Manchester
GILLISON, HARRY, Manchester, Pawnbroker April 9 at 3 Off Rec, Byrom st, Manchester
GREEN, OSWALD, Leeds, Automobile Engineer April 9 at 11 Off Rec, 24, Bond st, Leeds
HILLS, ELLEN MARY, Cromwell rd, Queens gate April 8 at 1 Bankruptcy bldgs, Carey st
HOPKINS, RICHARD M, Plymouth April 8 at 3.15 7, Buckland ter Plymouth
HUMPHREYS, LEWIS, Newtown, Montgomery, Baker April 22 at 10.30 1, High st, Newtown
JONES, WILLIAM, Aberystwyth, Builder April 8 at 2 4, Baker st, Aberystwyth
LAWRENCE, ANDREW, Cardiff, Photographer April 9 at 11 117, St Mary st, Cardiff
LE HUQUET, JEAN, Cardiff, Fruit Salesman April 8 at 11 117, St Mary st, Cardiff
LINES, FRANK, Fleurdelys, Mon, Baker April 8 at 11 Off Rec, 144, Commercial st, Newport, Mon
LONDON, SIMON, Sheffield, Plumber April 8 at 11.30 Off Rec, Figtree ln, Sheffield
MAGEE, WILLIAM, Bath, Restaurant Manager April 8 at 11.45 Off Rec, 26, Baldwin st, Bristol
MANSELL, W J, Chudleigh rd, Crofton Park, Bookbinder April 8 at 11 Bankruptcy bldgs, Carey st
MASKERY, WILLIAM, Erdington, Warwick, Machine Painter April 8 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
NACCI, FRANCIS ARTHUR, Cheetham, Manchester April 8 at 3 Off Rec, Byrom st, Manchester
PEARSON, WILLIAM, Leeds, Tobacconist April 8 at 11 Off Rec, 24, Bond st, Leeds
PENN, HAROLD DUNSTAN, Dorking, Surrey, Cigarette Manufacturer April 8 at 11.30 Bankruptcy bldgs, Carey st
SAVAGE, ALICE, Swaffham, Norfolk April 8 at 3.30 Off Rec, 8, King st, Norwich
SHEPHERD, JOHN GEORGE, Aberavon, Glam, Labourer April 9 at 11 Off Rec, Government bldgs, St Mary's s., Swansea
SMITH, GEORGE THOMAS, Brighton, Leather Seller April 8 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
STUBBS, WILLIAM HENRY, Kilnhurst, nr Rotherham, Grocer April 8 at 12.30 Off Rec, Figtree ln, Sheffield
THOMPSON, CHARLES, Leicester, Pork Butcher April 8 at 12 Off Rec, 1, Berridge st, Leicester
THUDICHUM, GEORGE DUPRE, Paignton, Devon, Boarding House Keeper April 8 at 12 Off Rec, 9, Bedford circus, Exeter
WEADALL, JOHN WILLIAM, Winsford, Chester, Painter April 9 at 12 Off Rec, King s., Newcastle, Staffs
WILLIAMS, ROBERT ERNEST, Southport, Journeyman Painter April 8 at 2.30 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
WINEGARTEN and SCHACKMAN, Bishopsgate, Wholesale Manufacturing Furriers April 8 12.30 Bankruptcy bldgs, Carey st
WOODCOCK, TOM MURRAY, Sheffield, Electrical Engineer April 8 at 12 Off Rec, Figtree ln, Sheffield
WOODHOUSE, HARRY, Fareham, Hants, Butcher April 9 at 3 Cambridge junction, High st, Portsmouth

ADJUDICATIONS.

CAMPBELL-MURDOCH, HUGH, Stepney High Court Pet May 1 Ord Mar 25
CLARKE, ROBERT BARLOW, Barnoldswick, Yorks, Cotton Cloth Manufacturer Bradford Pet Mar 26 Ord Mar 26
DAVIES, ANNIE OWEN, Llandudno Bangor Pet Mar 27 Ord Mar 27
DENTITH, CHARLES FINLOW, Crewe, Joiner Nantwich Pet Mar 28 Ord Mar 28
DIAMANDIS, THEODORE, Birchwood av, Muswell Hill, Tobacco Merchant High Court Pet Nov 18 Ord Mar 26
DIMMOCK, ARTHUR LIONEL, and THOMAS ALFRED JOHN WHYATT, Victoria st, Boot Dealers High Court Pet Feb 21 Ord Mar 26
DOWNES, WILLIAM THOMAS, Craven Arms, Salop, Blacksmith Leominster Pet Feb 6 Ord Mar 26
EDWARDS, DAVID, Neath, Fish Merchant Neath Pet Mar 28 Ord Mar 28
FARMER, HAROLD HARDY, and FRANCIS HENRY CLARKE, Nottingham, Timber Merchants Nottingham Pet Mar 6 Ord Mar 28
HEYCOCK, CHRISTOPHER REES, Blaengarw, Glam, Master Painter Cardiff Pet Mar 27 Ord Mar 27
JONES, WILLIAM, Aberystwyth, Builder, Aberystwyth Pet Mar 23 Ord Mar 26
JOSEY, JOHN, Slough, Bucks, Baker Windsor Pet Mar 27 Ord Mar 27
JOYE, HAROLD CARNELLEY, Charterhouse st, Company Director High Court Pet Jan 7 Ord Mar 27
MCKAY, ALEXANDER, Ovington st, Brompton rd High Court Pet Jan 24 Ord Mar 27
MILNER, ANN, and JOAN MILNER, Cowesby, nr Thirsk, Farmers Northallerton Pet Mar 26 Ord Mar 26
MILNES, GEORGE, Williamthorpe, nr Chesterfield Farmer Chesterfield Pet Mar 28 Ord Mar 28
NEED, THOMAS EDWARD, Gloucester, Farmer Gloucester Pet Mar 28 Ord Mar 28
OLIPHANT, HARRY DUNCAN, Holmewood gdns, Brixton Hill, Maltster's Manager Wandsworth Pet Mar 27 Ord Mar 27
PEARSON, WILLIAM, Leeds, Tobacconist Leeds Pet Mar 26 Ord Mar 26
READ, CHARLES EDWIN, Hythe, Kent, Gardener Canterbury Pet Mar 27 Ord Mar 27
SALISBURY, WILLIAM, Birmingham, Baker Birmingham Pet Mar 28 Ord Mar 28
SHAWCROSS, PERCY CROMPTON, Manchester Liverpool Pet Jan 15 Ord Mar 26
SHILLAKER, LEWIS WILLIAM, Nottingham, Grocer Nottingham Pet Mar 28 Ord Mar 28
STORMONT, ARTHUR WELLS, Great Winchester st, Financier High Court Pet Feb 10 Ord Mar 28
THUDICHUM, GEORGE DUPRE, Paignton, Boarding house Keeper Exeter Pet Mar 27 Ord Mar 27
TOWNSEND, JOHN BISHOP, Dunster, Somerset Taunton Pet Mar 5 Ord Mar 27
WOODHAM, JOHN, Alton, Hants Winchester Pet Mar 28 Ord Mar 28

Amended Notice substituted for that published in the London Gazette of Mar 24:

KIRKPATRICK, HARRY FEARNLEY, Belgrave rd, Gentleman High Court Pet Oct 9 Ord Mar 20

London Gazette—FRIDAY April 3.

RECEIVING ORDERS.

AINSWORTH, OSWALD, and EDWARD VICTOR AINSWORTH, Otley, Yorks, Clothiers Leeds Pet Mar 30 Ord Mar 30
ASHTON, WILLIAM ADAM, Holloway rd High Court Pet Dec 10 Ord Mar 31
BAZZARD, FRANK DOWSON, Swansea, Coal Exporter Swansea Pet Mar 30 Ord Mar 30
BICKHAM, THOMAS EDGAR, Newlyn East, Cornwall, Blacksmith Truro Pet Mar 30 Ord Mar 30
BINNY, STEWART S., Sandhurst, Berks, Major Reading Pet Mar 5 Ord Mar 30
BRADMAN, NATHAN, Brick ln, Spitalfields, General Cabinet Manufacturer High Court Pet Mar 30 Ord Mar 30
BURNELL, ROBERT NORMAN, Walbrook, Estate Agent High Court Pet Dec 19 Ord Mar 31
CARMICHAEL, JOHN CHARLES, and JOSEPH PARKIN GEDLING, Bootle, Lancs, Timber Merchants Liverpool Pet Mar 30 Ord Mar 30
CHARTER, ROBERT HENRY, Kingston upon Hull, General Dealer Kingston upon Hull Pet Mar 30 Ord Mar 30
CONDIE, A & Co, Birmingham, Factors Birmingham Pet Mar 9 Ord April 1
DAUBNEY, GEORGE HENRY, Sibsey, Lincoln, Tailor Boston Pet Mar 30 Ord Mar 30
DAVIS, ALBERT, Old st, Finsbury, Company Director High Court Pet Mar 9 Ord Mar 31
DAY, PERCY LENG, Wakefield, Clerk Wakefield Pet Mar 30 Ord Mar 30
DYSON, HENRY ROTHERY, Wakefield, Boot Repairer Wakefield Pet Mar 30 Ord Mar 30
FORDER, ERNEST, Winchester, Nurseryman Winchester Pet Mar 20 Ord Mar 31
FORSEY, WILLIAM JOHN, St Philip's, Bristol, Butcher Bristol Pet Mar 31 Ord Mar 31
FORTNAM, HORACE, Darlaston, Staffs, Fish Dealer, Walsall Pet Mar 30 Ord Mar 30
GORDON, HENRY GORDON WOLRIGE, Llandrindod Wells Newtown Pet Mar 20 Ord April 1
GRABURN, WALTER, Cleethorpes, Baker Great Grimsby Pet Mar 31 Ord Mar 31
GURR, GEORGE WILLIAM, Tonbridge, Kent, Coal Merchant Tunbridge Wells Pet Mar 16 Ord Mar 30
HANDY, HERBERT, Newport, Mon, House Furnisher Newport, Mon Pet Mar 27 Ord Mar 30
HOCKEY, JOHN, Portsmouth, Chief Electrical Artificer Portsmouth Pet April 1 Ord April 1
HOPKINS, ERNEST BRYNMOR, Pontypridd, Tailor Pontypridd Pet Mar 30 Ord Mar 30
HUNT, EDMUND, Ripley, Derby, Plumber Derby Pet Mar 13 Ord Mar 31
KYTE, ROBERT GEORGE, Dynas Powis, Glam, Commercial Traveller Cardiff Pet Mar 30 Ord Mar 30
LILLEY, JOSEPH JACKSON, Leeds, Fruit and Potato Merchant Leeds Pet Mar 31 Ord Mar 31
MANDEVILLE, JOSEPHINE, Moscow rd, Bayswater High Court Pet Jan 29 Ord April 1
MATHISON, HENRY, Liverpool, Corn Broker Liverpool Pet Feb 21 Ord Mar 31
MORRIS, JOHN JONAH, Gwaun cae gurwen, Glam, Collier Neath Pet Mar 31 Ord Mar 31
MUNDAY, EDWARD, Norwich, Coach Builder Norwich Pet Mar 31 Ord Mar 31
NEWBERY, WALTER, Midford, Somerset, Carpenter Bath Pet Mar 18 Ord Mar 30
NEWBY, THOMAS MARCHANT, jun, York, Drysalter York Pet Mar 28 Ord Mar 28
ORRIN, LEONARD ERNEST, Great Baddow, Bootmaker Chelmsford Pet Mar 31 Ord Mar 31
OUGHTON, ROBERT JORDAN, Spennymoor, Durham, Tailor Durham Pet Mar 30 Ord Mar 30
PEARSON, THOMAS, West Hartlepool, Coal Merchant Sunderland Pet Mar 31 Ord Mar 31
PERCY, WILLIAM HAROLD TOLLEY, Plymouth, Boot Repairer Plymouth Pet Mar 31 Ord Mar 31
PHILLIPS, R, & Co, Kingsland rd, Grocers High Court Pet Mar 10 Ord April 1
PIKE, THOMAS, Aylesbeare, Devon, Farmer Exeter Pet Mar 17 Ord April 1
RODGERS, PERCY, Nottingham, Drysalter Nottingham Pet Mar 31 Ord Mar 31
SHEPHERD, ERNEST TEBAY, Bury Bolton Pet Mar 31 Ord Mar 31
SIMPSON, JOHN, Russell sq, Patentee High Court Pet Mar 12 Ord Mar 30
SPALL, J E, Gresham st, Silk Merchant High Court Pet Mar 19 Ord Mar 30
STANSFIELD, ELIZABETH, Glossop, Derby Ashton under Lyne Pet April 1 Ord April 1
WALTON & Co, Manchester, Shippers Manchester Pet Feb 24 Ord Mar 30
WHITE, JAMES, Old Whittington, Derby, Licensed Victualler Chesterfield Pet Mar 30 Ord Mar 30
WHITE, W J, Catford, Kent, Grocer, High Court Pet Mar 13 Ord Mar 30
WILD, JAMES EDWIN, Bolton, Motor Engineer Bolton Pet April 1 Ord April 1
WILKINS, JOSEPH WILLIAM, Penrith, Licensed Victualler Carlisle Pet Mar 30 Ord Mar 30
WILLIAMSON, EDWARD CAMIDGE, Bridlington, Engineer Kingston upon Hull Pet Mar 31 Ord Mar 31
WINSLADE, W, Horsham, Sussex, Contractor Brighton Pet Mar 13 Ord Mar 30
YOUNG, CHARLES, Luton, Straw Hat Manufacturer Luton Pet Mar 31 Ord Mar 31

FIRST MEETINGS.

AINSWORTH, OSWALD, and EDWARD VICTOR AINSWORTH, Otley, Yorks, Clothiers April 16 at 11.30 Off Rec, 24, Bond st, Leeds
ASHTON, WILLIAM ADAM, Holloway rd April 17 at 12 Bankruptcy bldgs, Carey st
BAZZARD, FRANK DOWSON, Swansea, Coal Exporter April 16 at 11 Off Rec, Government bldgs, St Mary st, Swansea
BRADMAN, NATHAN, Brick la, Spitalfields, General Cabinet Manufacturer April 16 at 1 Bankruptcy bldgs, Carey st
BURNELL, ROBERT NORMAN, Walbrook, Estate Agent April 17 at 11 Bankruptcy bldgs, Carey st
CHARTER, ROBERT HENRY, Kingston upon Hull, General Dealer April 15 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
DAVIS, ALBERT, Old st, Finsbury, Company Director April 17 at 11.30 Bankruptcy bldgs, Carey st
DAY, PERCY LENG, Wakefield, Clerk April 16 at 10.30 Off Rec, 21, Kingfst, Wakefield
DENTITH, CHARLES FINLOW, Crewe, Joiner April 15 at 12 Off Rec, King st, Newcastle, Staffs
DYSON, HENRY ROTHERY, Wakefield, Boot Repairer April 16 at 11 Off Rec, 21, King st, Wakefield
FORDER, ERNEST, Winchester, Nurseryman April 15 at 11 Corn Exchange, Winchester
FORTNAM, HORACE, Darlaston, Staffs, Fish Dealer April 16 at 12 Off Rec, 30, Lichfield st, Wolverhampton
GURR, GEORGE WILLIAM, Tonbridge, Coal Merchant April 15 at 12 Off Rec, 12A, Marlborough pl, Brighton
HOPKINS, ERNEST BRYNMOR, Pontypridd, Tailor Apr 1 15 at 11.15 Off Rec, 8t Catherine's chmbrs St Catherine st, Pontypridd
HUDSTON, JOHN, Chilwell, Notts, Lace Manufacturer April 16 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
LILLEY, JOSEPH JACKSON, Leeds, Wholesale Fruit Merchant April 16 at 11 Off Rec, 24, Bond st, Leeds
MANDEVILLE, JOSEPHINE, Moscow rd, Bayswater April 16 at 12 Bankruptcy bldgs, Carey st
MORGAN, JOSIAH, Cardiff April 17 at 12 117, St Mary st, Cardiff
NEWBY, THOMAS MARCHANT, jun, York, Drysalter April 15 at 3 Off Rec, The Red House, Duncombe pl, York
OLIPHANT, HARRY DUNCAN, Holmewood gdns, Brixton Hill, Maltster's Manager April 14 at 11 132, York rd, Westminster Bridge rd
PEDDER, EDWARD JAMES, Lynmouth, Devon April 15 at 2.30 94, High st, Barnstaple
PHILLIPS, E, & Co, Kingsland rd, Grocers April 23 at 12 Bankruptcy bldgs, Carey st
POWELL, GEORGE SPARKES, Stroud, Glos, Baker April 17 at 12 Off Rec, Station rd, Gloucester
SALISBURY WILLIAM, Birmingham, Baker April 17 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
SIMPSON, JOHN, Russell sq, Patentee April 23 at 11 Bankruptcy bldgs, Carey st
SPALL, J E, Gresham st, Silk Merchant April 22 at 1 Bankruptcy bldgs, Carey st
WHITE, W J, Catford, Kent, Grocer April 22 at 12 Bankruptcy bldgs, Carey st
WINSLADE, W, Broadbridge Heath, Sussex, Contractor April 15 at 11.30 Off Rec, 12A, Marlborough pl, Brighton
WOODHAM, JOHN, Selborne, Alton, Hants April 15 at 2 Assembly Rooms, Alton

ADJUDICATIONS.

AINSWORTH, OSWALD, and EDWARD VICTOR AINSWORTH, Otley, Yorks, Clothiers Leeds Pet Mar 30 Ord Mar 30
BAZZARD, FRANK DOWSON, Swansea, Coal Exporter Swansea Pet Mar 30 Ord April 1
BICKHAM, THOMAS EDGAR, Newlyn East, Cornwall, Blacksmith Truro Pet Mar 30 Ord Mar 30
BRADMAN, NATHAN, Brick la, Spitalfields, General Cabinet Manufacturer High Court Pet Mar 30 Ord Mar 30
BRANDON, HENRY THOMAS, Virginia rd, Bethnal Green, Mineral Water Manufacturer High Court Pet Feb 26 Ord Mar 30
BULTEEL, WALTER, Holbeton, Devon, Racehorse Trainer Plymouth Pet Feb 7 Ord April 1
CARMICHAEL, JOHN CHARLES, and JOSEPH PARKER GEDLING, Bootle, Lancs, Timber Merchants Liverpool Pet Mar 30 Ord Mar 30
CHARTER, ROBERT HENRY, Kingston upon Hull, General Dealer Kingston upon Hull Pet Mar 30 Ord Mar 30
DAUBNEY, GEORGE HENRY, Sibsey, Lincs, Tailor Boston Pet Mar 30 Ord Mar 30
DAY, PERCY LENG, Wakefield, Clerk Wakefield Pet Mar 30 Ord Mar 30
DYSON, HENRY ROTHERY, Wakefield, Boot Repairer Wakefield Pet Mar 30 Ord Mar 30
EVANS, FRANK, Maesteg, Glam, Butcher Cardiff Pet Mar 9 Ord Mar 31
FORTNAM, HORACE, Darlaston, Stafford, Fish Dealer Walsall Pet Mar 30 Ord Mar 30
FORSEY, WILLIAM JOHN, St Philip's, Bristol, Butcher Bristol Pet Mar 31 Ord Mar 31
GRABURN, WALTER, Cleethorpes, Baker Great Grimsby Pet Mar 31 Ord Mar 31
HANDY, HERBERT, Newport, Mon, House Furnisher Newport, Mon Pet Mar 27 Ord April 1
HOCKEY, JOHN, Portsmouth, Chief Electrical Artificer Portsmouth Pet April 1 Ord April 1
HOPKINS, ERNEST BRYNMOR, Pontypridd, Tailor Pontypridd Pet Mar 30 Ord Mar 30
JOY, JULIA ELIZABETH, Neath Neath Pet Mar 27 Ord Mar 31
KYTE, ROBERT GEORGE, Dynas Powis, Glam, Commercial Traveller Cardiff Pet Mar 30 Ord Mar 30
LAWFORD, ARTHUR HENRY, Strand High Court Pet Jan 20 Ord April 1
LILLEY, JOSEPH JACKSON, Leeds, Wholesale Fruit Merchant, Leeds Pet Mar 31 Ord Mar 31
MANSELL, WILLIAM JESSOP, Chudleigh rd, Crofton pk, Bookbinder High Court Pet Feb 27 Ord Mar 30
MARTIN, ARTHUR, Victoria st, Westminster High Court Pet Oct 3 Ord April 1
MORRIS JOHN JONAH, Cwaun cae gurwen, Glam, Collier Neath Pet Mar 31 Ord Mar 31
MUNDAY, EDWARD, Norwich, Coachbuilder Norwich Pet Mar 31 Ord Mar 31
NACCI, FRANCIS ARTHUR, Manchester Manchester Pet Feb 28 Ord Mar 30
NEWBY, THOMAS MARCHANT, junr, York, Drysalter York Pet Mar 28 Ord Mar 28
ORRIN, LEONARD ERNEST, Great Paddow, Essex, Bootmaker Chelmsford Pet Mar 31 Ord Mar 31
OUGHTON, ROBERT JORDAN, Spennymoor, Durham, Tailor Durham Pet Mar 30 Ord Mar 30
PEARSON, THOMAS, West Hartlepool, Coal Merchant Sunderland Pet Mar 31 Ord Mar 31
PEARS, ALBERT DAVID, Woodford rd, Forest Gate, Cycle Dealer High Court Pet Dec 11 Ord April 1
PENN, HAROLD DUNSTAN, Dorking, Surrey, Cigarette Manufacturer High Court Pet Mar 2 Ord April 1
PERCY, WILLIAM HAROLD TOLLEY, Plymouth, Boot Repairer Plymouth Pet Mar 31 Ord Mar 31
RODGERS, PERCY, Nottingham, Drysalter Nottingham Pet Mar 31 Ord Mar 31
SHEPHERD, ERNEST TEBAY, Bury Bolton Pet Mar 31 Ord Mar 31
SMITH, GEORGE THOMAS, Brighton, Leather Seller Brighton Pet Mar 27 Ord Mar 31
STANSFIELD, ELIZABETH, Glossop, Derby Ashton under Lyne Pet April 1 Ord April 1
WHITE, JAMES, Old Whittington, Derby, Licensed Victualler Chesterfield Pet Mar 30 Ord Mar 30
WILD, JAMES EDWIN, Bolton, Motor Engineer Bolton Pet April 1 Ord April 1
WILKINS, JOSEPH WILLIAM, Penrith, Licensed Victualler Carlisle Pet Mar 30 Ord Mar 30
WILLIAMSON, EDWARD CAMIDGE, Bridlington, Engineer Kingston upon Hull Pet Mar 31 Ord Mar 31
WINSLADE, W, Horsham, Sussex, Contractor Brighton Pet Mar 13 Ord Mar 31
YOUNG, CHARLES, Luton, Beds, Straw Hat Manufacturer Luton Pet Mar 31 Ord Mar 31

London Gazette—TUESDAY, April 7.

RECEIVING ORDERS.

BIGLIN, WALTER ERNEST, Kingston upon Hull, Coppersmith Kingston upon Hull Pet April 3 Ord April 3
BROWN, THOMAS MARTYN, Weston super Mare, Draper Bridgwater Pet April 4 Ord April 4
CLARKE, ERNEST CHARLES, Luton, Beds, Straw Hat Manufacturer Luton Pet April 3 Ord April 3
COPE, HENRY JAMES, Forton, Staffs, Innkeeper Stafford Pet April 3 Ord April 3
DAWSON, HERBERT TOWNLEY, Oldham, Schoolmaster Oldham Pet April 3 Ord April 3
ESDAILE, GEORGE, Manchester Manchester Pet Mar 23 Ord April 2
EVANS, JOHN, Treherbert, Glam, Milk Vendor Pontypridd Pet Mar 24 Ord April 4
FEARNLEY, SAMUEL, Mirfield, Carpet Spinner Dewsbury Pet April 2 Ord April 2
FOOTE, JOHN BENJAMIN, Fenchurch st High Court Pet Feb 2 Ord April 3
GEE, ATHOL MURRAY KEMP, Tonbridge st, Euston rd High Court Pet Feb 23 Ord April 3
HANDSCOMBE, GEORGE M, Jerningham rd, New Cross High Court Pet Nov 14 Ord April 3
HILL, JOHN, Scarborough, Veterinary Surgeon Scarborough Pet April 2 Ord April 4
HOLMES, WALTER, Leeds, Leather Goods Manufacturer Leeds Pet April 1 Ord April 1
JEREMY, WILLIAM STEPHEN, Pontyberem, Carmarthenshire, Colliery Labourer Carmarthen Pet April 3 Ord April 3
JONES, THOMAS, jun, Trelowth, St Mewan, Cornwall, Butcher Truro Pet April 2 Ord April 2
KERRY, GEORGE EVERETT, Stalham, Norfolk, Butcher Norwich Pet April 3 Ord April 3
POLLARD, FREDERICK, Baildon, Tailors' Merchant Leeds Pet April 1 Ord April 1
RALPH, ROBERT, Ilfracombe, Fishmonger Barnstaple Pet April 4 Ord April 4
RHODES, THOMAS, Keighley, Cabinet Maker Bradford Pet April 3 Ord April 3
RHODES, WILLIAM, Sheffield, Coal Merchant Sheffield Pet April 2 Ord April 2
RUNNALLS, JAMES, Victoria st, Agent High Court Pet Mar 2 Ord April 2
STAMMERS, THOMAS, Sudbury, Suffolk, General Warehouseman Colchester Pet April 3 Ord April 3
THORPE, HARRY GILPIN, Hemswell, Lincs, Farmer Lincoln Pet April 1 Ord April 3

FIRST MEETINGS

BICKHAM, THOMAS EDGAR, Newlyn East, Cornwall, Blacksmith April 16 at 12 Off Rec, 12, Princes st, Truro
CARMICHAEL, JOHN CHARLES, and JOSEPH PARKIN GEDLING, Bootle, Lancs, Timber Merchants April 16 at 11 Off Rec, Union Marine bldgs, Dale st, Liverpool
DAUBNEY, GEORGE HENRY, Sibsey, Lincs, Tailor April 21 at 2 Off Rec, 4 & 6, West st, Boston
DAVIES, ANNIE OWEN, Llanduduo April 16 at 12 Crypt chmbs, Chester
FOOTE, JOHN BENJAMIN, Fenchurch st April 20 at 1 Bankruptcy bldgs, Carey st
FORSEY, WILLIAM JOHN, St Philips, Bristol, Butcher April 15 at 11.30 Off Rec, 26, Baldwin st, Bristol
GEE, ATHOL MURRAY KEMP, Tonbridge st, Euston rd April 20 at 12 Bankruptcy bldgs, Carey st
GORDON, HENRY GORDON WOLRIDGE, Llandrindod Wells, April 20 at 2.30 Hotel Metropole, Llandrindod, Wells
HANDSCOMBE, GEORGE M., Jerningham rd, New Cross April 20 at 11 Bankruptcy bldgs, Carey st
HANDY, HERBERT, Newport, Mon, House Furnisher April 15 at 11 Off Rec, 144, Commercial st, Newport, Mon
HARRIS, WILLIAM, and STEPHEN HARRIS, Nash, Bucks, Grocers April 16 at 11.30 1, St Aldates, Oxford
HEYCOCK, CHRISTOPHER REES, Blaengarw, Glam, Master Painter April 17 at 11 117, St Mary st, Cardiff
HILL, JOHN, Scarborough, Veterinary Surgeon April 20 at 4 Off Rec, 48, Westborough, Scarborough
HOCKEY, JOHN, Portsmouth, Chief Electrical Artificer April 16 at 3 Off Rec, Cambridge junc, High st, Portsmouth
HOLMES, WALTER, Leeds, Leather Goods Manufacturer April 17 at 11 Off Rec, 24, Bond st, Leeds
HUNT, EDMUND, Ripley, Derby, Plumber April 15 at 12 Off Rec, 12, St Peter's Churchyard, Derby
JEREMY, WILLIAM STEPHEN, Pontyberem, Carmarthen, Colliery Labourer April 21 at 11.30 Off Rec, 4, Queen st, Carmarthen
JONES, WILLIAM, Penyrheol, nr Gorseinon, Glam, Collier April 16 at 12 Off Rec, Government bldgs, St Mary's st, Swansea
JOSEY, JOHN, Slough, Bucks, Baker April 16 at 11 14 Bedford row
JOY, JULIA ELIZABETH, Neath April 17 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
MATHISON, HENRY, Liverpool, Company Director April 17 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
MORRIS, JOHN JONAH, Cwaun cae gurwen, Glam, Collier April 17 at 11.30 Off Rec, Government bldgs, St Mary's st, Swansea
MUNDAY, EDWARD, Norwich Coachbuilder April 15 at 12.30 Off Rec, 6, King st, Norwich
NEED, THOMAS EDWARD, Gloucester, Farmer April 18 at 12 Off Rec, Station rd, Gloucester
OUGHTON, ROBERT JORDAN, Spennymoor, Durham Tailor, April 16 at 2.30 Off Rec, 3, Manor pl, Sunderland
POLLARD, FREDERICK, Baildon, Yorks, Tailor's Merchant April 17 at 11.30 Off Rec, 24, Bond st, Leeds
RHODES, THOMAS, Keighley, Cabinet Maker April 15 at 11 Off Rec, 12, Duke st, Bradford
RODGERS, PERCY, Nottingham, Drysalter April 16 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
RUNNALLS, JAMES, Victoria st, Agent April 22 at 12.30 Bankruptcy bldgs, Carey st
SHEPHERD, ERNEST TEBAY, Bury, Lancs, April 17 at 11 Off Rec, 19, Exchange st, Bolton
SKINNER, JOHN DANIEL, Ashford, Kent, Coach Builder April 18 at 11.30 Off Rec, 68A, Castle st, Canterbury
THORPE, HARRY GILPIN, Hemswell, Lincs, Farmer April 24 at 12 Off Rec, 10, Bank st, Lincoln
WILD, JAMES EDWIN, Bolton, Motor Engineer April 17 at 11.30 Off Rec, 19, Exchange st, Bolton
WILLIAMSON, EDWARD CAMIDGE, Bridlington, Engineer April 17 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
YOUNG, CHARLES, Luton, Beds, Straw Hat Manufacturer April 16 at 11.30 Off Rec, The Parade, Northampton

ADJUDICATIONS.

ASHTON, WILLIAM ADAMS, Caledonian rd High Court Pet Dec 10 Ord April 4
BELL, ERIC JAMES, Eaton ter, Sloane sq High Court Pet Feb 2 Ord Mar 31
BIGLIN, WALTER ERNEST, Kingston upon Hull, Coppersmith Kingston upon Hull Pet April 3 Ord April 3
BORG, WILLIAM THOMAS, Croner st, Gray's Inn rd High Court Pet Mar 2 Ord April 1
BROWN, THOMAS MARTYN, Weston super Mare, Draper Bridgwater Pet April 4 Ord April 4
BURNELL, ROBERT NORMAN, Walbrook, Estate Agent High Court Pet Dec 19 Ord April 3
CLARKE, ERNEST CHARLES, Luton, Beds, Straw Hat Manufacturer Luton Pet April 3 Ord April 3
COPE, HENRY JAMES, Forton, Staffs, Innkeeper Stafford Pet April 3 Ord April 3
DAWSON, HERBERT TOWNLEY, Oldham, Schoolmaster Oldham Pet April 3 Ord April 3
GREEN, OSWALD, Leeds, Automobile Engineer Leeds Pet Feb 24 Ord April 3
GURR, GEORGE WILLIAM, Tonbridge, Coal Merchant Tunbridge Wells Pet Mar 16 Ord April 2
HILL, JOHN, Scarborough, Veterinary Surgeon Scarborough Pet April 2 Ord April 2
HOLMES, WALTER, Leeds, Leather Goods Manufacturer Leeds Pet April 1 Ord April 1
HUNT, EDMUND, Ripley, Derby, Plumber Derby Pet Mar 12 Ord April 1
JEREMY, WILLIAM STEPHEN, Pontyberem, Carmarthenshire, Colliery Labourer Carmarthen Pet April 3 Ord April 3
JONES, THOMAS (jun), Trelowth St Mewan, Cornwall, Butcher Truro Pet April 2 Ord April 2
KERRY, GEORGE EVERETT, Stalham, Norfolk, Butcher Norwich Pet April 3 Ord April 3
MANDEVILLE, JOSEPHINE, Moscow rd, Bayswater High Court Pet Jan 29 Ord April 4
MATHISON, HENRY, Liverpool, Company Director Liverpool Pet Feb 21 Ord April 3
PIKE, THOMAS, Aylesbeare, Devon, Farmer Exeter Pet Mar 17 Ord April 3
POLLARD, FREDERICK, Baildon, Yorks, Tailors' Merchant Leeds Pet April 1 Ord April 1
RALPH, ROBERT, Ilfracombe, Fishmonger Barnstaple Pet April 4 Ord April 4
RHODES, THOMAS, Keighley, Cabinet Maker Bradford Pet April 3 Ord April 3
RHODES, WILLIAM, Sheffield, Coal Merchant Sheffield Pet April 2 Ord April 2
SPALL, JOSEPH EDMUND, Gresham st, Silk Merchant High Court Pet Mar 19 Ord April 2
STAMMERS, THOMAS, Sudbury, Suffolk, General Warehouseman Colchester Pet April 3 Ord April 3
THORPE, HARRY GILPIN, Hemswell, Lincs, Farmer Lincoln Pet April 1 Ord April 1
TRIMBACK, EUGEN, Warbeck rd, Shepherd's Bush, Motor Car Dealer High Court Pet Jan 19 Ord April 2